

---

**A**

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS**

**ISSUED BY**

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES  
(AUTHORIZING BODY)**

**ISSUED TO**

**DETROIT ACHIEVEMENT ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF  
DETROIT ACHIEVEMENT ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2013**

---

## **GENERAL INDEX**

### **Contract Schedules**

- Schedule 1: University Board Resolutions
  - Method of Selection Resolution, dated February 12, 2013
  - Authorization Resolution, dated February 12, 2013
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
  - Schedule 7-1: Educational Goals and Programs
  - Schedule 7-2: Curriculum
  - Schedule 7-3: Staff Responsibilities
  - Schedule 7-4: Methods of Accountability and Pupil Assessment
  - Schedule 7-5: Academy's Admission Policies and Criteria
  - Schedule 7-6: School Calendar and School Day Schedule
  - Schedule 7-7: Age/Grade Range of Pupils Enrolled
  - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate

## **TABLE OF CONTENTS**

### **ARTICLE I**

#### **DEFINITIONS**

##### **Section**

Section 1.1	Certain Definitions.....	1
Section 1.2	Schedules .....	3
Section 1.3	Statutory Definitions.....	3
Section 1.4	Application.....	3
Section 1.5	Conflicting Contract Provisions.....	3

### **ARTICLE II**

#### **ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY**

Section 2.1	University Board Resolutions .....	4
Section 2.2	Method for Monitoring Academy's Compliance With Applicable Law and Performance of its Targeted Educational Outcomes.....	4
Section 2.3	University Board Administrative Fee .....	5
Section 2.4	University Board as Fiscal Agent for the Academy .....	5
Section 2.5	Authorization of Employment .....	5
Section 2.6	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University .....	6
Section 2.7	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University .....	6
Section 2.8	Authorizing Body Contract Authorization Process .....	6

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1	Governmental Agency or Entity and Political Subdivision.....	7
Section 3.2	Other Permitted Activities .....	7

### **ARTICLE IV**

#### **PURPOSE**

Section 4.1	Academy's Purpose .....	7
-------------	-------------------------	---

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1	Articles of Incorporation.....	7
Section 5.2	Bylaws.....	7

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1	Governance Structure.....	8
Section 6.2	Contributions and Fund Raising .....	8
Section 6.3	Educational Goals and Programs .....	8
Section 6.4	Curriculum .....	8
Section 6.5	Methods of Accountability .....	8
Section 6.6	Staff Responsibilities .....	9
Section 6.7	Admission Policy .....	9
Section 6.8	School Calendar/School Day Schedule .....	9
Section 6.9	Age/Grade Range of Pupils Enrolled.....	9
Section 6.10	Annual Financial Audit.....	9
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations.....	9
Section 6.12	Accounting Standards .....	10
Section 6.13	Placement of University Student Interns .....	10
Section 6.14	Disqualified Organizational or Contractual Affiliations.....	10
Section 6.15	Matriculation Agreements .....	11
Section 6.16	Posting of Adequate Yearly Progress (AYP) and Accreditation Status ....	11

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1	Tuition Prohibited: Fees and Expenses.....	11
-------------	--	----

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS**

Section 8.1	Compliance with Part 6a of Code .....	11
Section 8.2	Compliance with State School Aid Act .....	11
Section 8.3	Open Meetings Act .....	11
Section 8.4	Freedom of Information Act .....	11
Section 8.5	Public Employees Relations Act.....	12
Section 8.6	Prevailing Wage on State Contracts .....	12
Section 8.7	Uniform Budgeting and Accounting Act.....	12
Section 8.8	Revised Municipal Finance Act of 2001 .....	12
Section 8.9	Non-discrimination .....	12



Section 8.10	Other State Laws .....	12
Section 8.11	Federal Laws .....	12

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1	Process for Amending the Contract .....	12
Section 9.2	Process for Amending Academy Articles of Incorporation.....	13
Section 9.3	Process for Amending Academy Bylaws .....	13
Section 9.4	Change in Existing Law .....	13

## **ARTICLE X**

### **TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1	Grounds and Procedures for Academy Termination of Contract .....	13
Section 10.2	Termination by University Board .....	14
Section 10.3	Contract Suspension.....	15
Section 10.4	Statutory Grounds for Revocation .....	15
Section 10.5	Other Grounds for University Board Revocation .....	16
Section 10.6	University Board Procedures for Revoking Contract .....	17
Section 10.7	Automatic Revocation by State of Michigan.....	19
Section 10.8	Material Breach of Contract.....	20
Section 10.9	Appointment of Conservator/Trustee .....	20

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1	Grand Valley State University Faculty Employment in the Academy .....	21
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty.....	21
Section 11.3	Student Conduct and Discipline.....	21
Section 11.4	Insurance .....	21
Section 11.5	Transportation .....	22
Section 11.6	Extracurricular Activities and Interscholastic Sports .....	22
Section 11.7	Legal Liabilities and Covenants Not to Sue .....	22
Section 11.8	Lease or Deed for Proposed Single Site(s) .....	23
Section 11.9	Occupancy and Safety Certificates .....	23
Section 11.10	Deposit of Public Funds by the Academy.....	23
Section 11.11	Educational Service Provider Agreements .....	23
Section 11.12	Required Provisions for Educational Service Provider Agreements .....	23
Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes .....	24
Section 11.14	Certain Familial Relationships Prohibited .....	25
Section 11.15	Dual Employment Positions Prohibited.....	25

Section 11.16	Oath of Public Office .....	25
Section 11.17	Information Available to the Public and University .....	25
Section 11.18	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence .....	25

## **ARTICLE XIII**

### **GENERAL TERMS**

Section 12.1	Notices .....	26
Section 12.2	Severability .....	26
Section 12.3	Successors and Assigns.....	26
Section 12.4	Entire Contract.....	26
Section 12.5	Assignment .....	26
Section 12.6	Non-Waiver.....	27
Section 12.7	Indemnification .....	27
Section 12.8	Construction.....	27
Section 12.9	Force Majeure .....	27
Section 12.10	No Third Party Rights.....	27
Section 12.11	Non-agency .....	27
Section 12.12	Governing Law .....	28
Section 12.13	Counterparts.....	28
Section 12.14	Term of Contract.....	28
Section 12.15	Survival of Provisions.....	29
Section 12.16	Termination of Responsibilities.....	29
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	29

[INTENTIONALLY LEFT BLANK]

## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Detroit Achievement Academy (the “Academy”), to be effective July 1, 2013, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that

has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

## ARTICLE II

### ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,



consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

### **ARTICLE IV**

#### **PURPOSE**

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

### **ARTICLE V**

#### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

## ARTICLE VI

### OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Eighth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS**

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate

a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President

the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Restated Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

## **ARTICLE X**

### **TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy

Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.



Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management

agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
  - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
  - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
  - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
  - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a

recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in the State’s Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy’s redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board’s decision.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Workers’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000);
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form);
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy



Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand

Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## **ARTICLE XII**

### **GENERAL TERMS**

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director  
Grand Valley State University  
201 Front Avenue, SW., Suite 310  
Grand Rapids, Michigan 49504

If to Academy: Board President  
Detroit Achievement Academy  
15000 Southfield  
Detroit, MI 48223

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2013, and shall remain in full force and effect for seven (7) years until June 30, 2020, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2020, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2013, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

**[INTENTIONALLY LEFT BLANK]**

**[INTENTIONALLY LEFT BLANK]**


As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

DETROIT ACHIEVEMENT ACADEMY

By:   
Academy Board President



**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 8, 2013:

Authorization of Detroit Achievement Academy 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Detroit Achievement Academy ("Academy"), located at 15000 Southfield Road, Detroit, Michigan 48223, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the

initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy’s Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

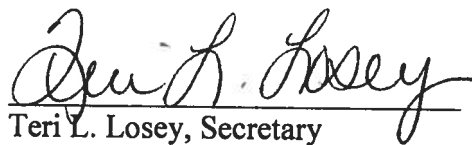
Sarah V. Beaubien	1 year term expiring June 30, 2014
Amy M. Berkhoudt	2 year term expiring June 30, 2015
Lewis Butler	2 year term expiring June 30, 2015
Michael A. Hernandez	3 year term expiring June 30, 2016

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and

authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.

14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 12th day of February 2013.



Teri L. Losey, Secretary  
Board of Trustees  
Grand Valley State University

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

# *Michigan Department of Licensing and Regulatory Affairs*

## *Filing Endorsement*

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT*

*for*

*DETROIT ACHIEVEMENT*

*ID NUMBER: 71137P*

*received by facsimile transmission on January 17, 2013 is hereby endorsed*

*Filed on January 17, 2013 by the Administrator.*

*The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.*



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 17TH day of January, 2013.*

*Director*



BCS/CD-502 (Rev. 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received		
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Keithley B. Sparrow, Attorney		
Address 405 Madison Avenue, Suite 1000		
City Toledo, OH 43604	State	ZIP Code
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**ARTICLES OF INCORPORATION**  
**For use by Domestic Nonprofit Corporations**  
(Please read information and instructions on the last page)

*Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:*

**ARTICLE I**

The name of the corporation is:

Detroit Achievement

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

Promote and foster opportunities for disadvantaged youth in the city of Detroit

**ARTICLE III**

1. The corporation is organized upon a nonstock basis.  
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is

\_\_\_\_\_. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

**ARTICLE III (cont.)**

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")  
None

b. The description and value of its personal property assets are: (if none, insert "none")  
None

c. The corporation is to be financed under the following general plan:  
Detroit Achievement will seek grants and underwriting

d. The corporation is organized on a \_\_\_\_\_ directorship \_\_\_\_\_ basis.  
(Membership or Directorship)

**ARTICLE IV**

1. The name of the resident agent at the registered office is:

Kyle S. Smitley

2. The address of its registered office in Michigan is:

200 North State Street, No. 302, Ann Arbor, MI \_\_\_\_\_, Michigan 48104  
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office in Michigan if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or PO Box) (City) (ZIP Code)

**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Kyle S. Smitley 590 Three Rivers Ct.	Defiance, OH 43512
Lewis Butler, 200 North State Street, No. 302,	Ann Arbor, MI 48104
Chris Robb, 715 King Street	Santa Rosa, CA 95404

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 15<sup>th</sup> day of JANUARY, 2013

<u>X</u> <u>Lewis Butler</u>	<u>LEWIS BUTLER</u>
<u>X</u>	
<u>X</u>	

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 16 day of January, 2013

X Kyle 

X \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 16<sup>th</sup> day of January, 2013

X \_\_\_\_\_

X \_\_\_\_\_

X Dez

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHRISTOPHER ROBB

\_\_\_\_\_

\_\_\_\_\_

BCS/CD-811 (Rev. 04/11)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF COMMERCIAL SERVICES**Date Received  
**APR 22 2013**

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Trans Info: 1 18605292-1 04/18/13  
Chk#: 1238 Amt: \$10.00  
ID: 71137P

Name Kyle Smitley		
Address 590 Three Rivers Ct.		
City Defiance	State OH	ZIP Code 43512

**FILED**EFFECTIVE DATE: **APR 30 2013**Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.By Administrator  
Corporation Division**RESTATED ARTICLES OF INCORPORATION  
For use by Domestic Nonprofit Corporations  
(Please read information and instructions on the last page)**

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is:

DETROIT ACHIEVEMENT

2. The identification number assigned by the Bureau is:

71137P3. All former names of the corporation are:  
N/A4. The date of filing the original Articles of Incorporation was: JANUARY 17, 2013.

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

**ARTICLE I**

The name of the corporation is:

DETROIT ACHIEVEMENT**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

2. The corporation, including all activities incident to its purposes, shall at times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

## ARTICLE III

1. The corporation is organized on a NONSTOCK basis.  
(stock or nonstock)
2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is \_\_\_\_\_ If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

N/A

3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")  
NONE

and the description and value of its personal property assets are: (if none, insert "none")  
NONE

(The valuation of the above assets was as of MARCH 26TH 2013 )

The corporation is to be financed under the following general plan:

Detroit Achievement will be financed by per pupil funding from the State of Michigan as well as by private donations.

The corporation is organized on a DIRECTORSHIP basis.  
(membership or directorship)

## ARTICLE IV

1. The name of the resident agent is: KYLE SMITLEY
2. The address of the registered office is:  
200 NORTH STATE ST. #302 ANN ARBOR 48104  
(Street Address) (City) , Michigan (ZIP Code)
3. The mailing address of the registered office, if different than above:  
\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

**ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)**

SEE ATTACHED PAGES FOR ADDITIONAL ARTICLES.

**5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETED SECTION (b).**

- a. ☐ These Restated Articles of Incorporation were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, In accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this \_\_\_\_\_ day of \_\_\_\_\_,

By \_\_\_\_\_  
(Signature of Authorized Officer or Agent)\_\_\_\_\_  
(Type or Print Name)

- b. ☒ These Restated Articles of Incorporation were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, In accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation, and: (Check one of the following)

- ☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- ☐ were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation).

Signed this 26th day of March, 2013

By Lewis Butler  
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)LEWIS BUTLER  
(Type or Print Name)PRESIDENT  
(Type or Print Title)



## ARTICLE V

The corporation is a governmental entity.

## ARTICLE VI

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees

determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. **Length of Term: Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

## ARTICLE VII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

## ARTICLE VIII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

## **ARTICLE IX**

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

## **ARTICLE X**

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

## **ARTICLE XI**

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

## **ARTICLE XII**

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964

### **ARTICLE XIII**

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

### **ARTICLE XIV**

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

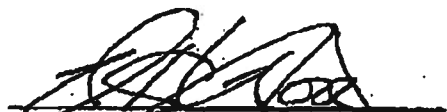
### **ARTICLE XV**

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

**GRAND VALLEY STATE UNIVERSITY  
CHARTER SCHOOLS OFFICE**

**ARTICLES OF INCORPORATION**

**The attached Articles of Incorporation for Detroit Achievement Academy have been approved by the University Board or its Designee:**



**Timothy H. Wood, Ph.D.  
Special Assistant to the President for Charter Schools  
Grand Valley State University**

**Date:** 4.29.13

## **SCHEDULE 3**

### **BYLAWS**



## BYLAWS

### ARTICLE I NAME OF ACADEMY

This organization shall be called Detroit Achievement Academy (hereinafter referred to as "Academy").

### ARTICLE II FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

### ARTICLE III OFFICES

Section 1. Principle Office. The principle office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be [FINAL ADDRESS]. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

### ARTICLE IV BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code ("Code"). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:



1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees (“Board of Trustees”), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The director may or may not recommend a nominee submitted by the Academy Board, the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter

Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy’s Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the

“Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.

8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

## ARTICLE V MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the

state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. He corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment o the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

## ARTICLE VI COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of the vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

## ARTICLE VII OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice-

President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the

Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

## ARTICLE VIII CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract into, by or on behalf of the Academy Board, shall in any way bind the

University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of

any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX  
**INDEMNIFICATION**

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X  
**FISCAL YEAR, BUDGET AND UNIFORM  
BUDGETING AND ACCOUNTING**

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI  
**SEAL**

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII  
**AMENDMENTS**

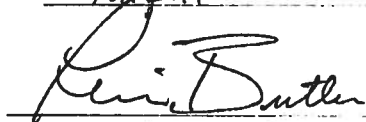
These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority if the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice setting forth the terms of the proposal have been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt



of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

#### CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 26 day of MARCH 2013.



Lewis Butler, President

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Detroit Achievement Academy ("Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form

and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

### **ARTICLE III**

#### **STATE DUTIES**

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

### **ARTICLE IV**

#### **ACADEMY DUTIES**

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

## ARTICLE V

### RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.


The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: \_\_\_\_\_

  
Joseph L. Fielek, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: Feb. 25, 20 13

LAN01\148342.1  
IDLWCW

**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**



**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2013 – June 30, 2014**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2013-2014 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2013-2014.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2013-2014.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2012-2013, if applicable.	CSO
July 3	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools)	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2012-2013 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2013-2014.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2013-2014.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2013-2014.	CSO
August 1	Board Designated Legal Counsel for 2013-2014.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2013-2014.	CSO
August 20	Annual Education Report 2012-2013 academic year to be submitted and presented at a public meeting	CSO
August 30	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2013-2014.	CSO
September 4	Board approved Student Handbook 2013-2014.	CSO
September 4	Board approved Employee Handbook 2013-2014.	CSO
September 4	Copy of School Improvement Plan covering 2013-2014 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
October 1	Annual Nonprofit Corporation Information Update for 2013.	CSO
October (TBD)	Unaudited Count Day Submission	CSO
October 11	Audited Financial Statements for fiscal year ending June 30, 2013. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
October 11	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2013, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 11	Annual A-133 Single Audit for year ending June 30, 2013 is required if over \$500K in federal funds have been expended. If a single audit is	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	not necessary, a letter from the Academy stating as such is required to be submitted.	
October 11	DS-4898 PSA Preliminary Pupil Membership Count for September 2013 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs only. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 30	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 2	Academy's Technology Plan covering 2013-2014 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2013-14 signed by a representative of the Academy.	CSO
January 31	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
March (TBD)	Winter Count Day Submission.	CSO
April 25	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2014-2015.	CSO
June 2	Certificate of Boiler Inspection covering years 2013-2014	CSO
June 27	Board Approved Amended Budget for 2013-2014 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2013-2014 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2014 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2015.	CSO

## Ongoing Reporting Requirements July 1, 2013 – June 30, 2014

*The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

## Original/Subsequent Board Policy Reporting Requirements July 1, 2013 – June 30, 2014

*The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.*

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval). <b>Harassment of Students Policy</b> (date of approval) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO

<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO

## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2013 – June 30, 2014

*The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October	Certification of Constitutionally Protected Prayer	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

**SCHEDULE 6**

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL  
MANAGEMENT COMPANY**



## **SCHEDULE 6**

### **INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY**

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.



EXPEDITIONARY  
LEARNING

**Tax ID # 06-1576405**

**Scope of Services and Cost of A Partnership**

**between Expeditionary Learning and Detroit Achievement Academy**

**Start Date: September 1, 2012 End Date: August 31, 2013**

**School and District Information**

Name of School:	Detroit Achievement Academy	School District:	
Street or P.O. Box:		Superintendent:	
City, State, Zip:		District Phone:	
School Phone:		District Fax:	
School Fax:		District Website:	
School Website:			
Principal/Director:		Billing Contact Person:	Kyle Smitley
Principal's Email:		Billing Email:	kylesmitley@gmail.com
Principal's Phone:		Billing Telephone:	(419) 439-5953
		Billing Fax:	
Additional School or District Contacts:	Chris Robb -	Billing Address:	Detroit Achievement Academy
		Street or P.O. Box:	590 Three Rivers Court
		City, State, Zip:	Defiance, OH 43512

Please sign and return **FULL, ORIGINAL MOU** to:

Midwest Regional Director

Deb Otto

11836 Deer Valley Trail

Dubuque, IA 52001

Please send **ALL PAYMENTS** to:

Stephanie Lawkins, Chief Financial Officer

247 West 35<sup>th</sup> St., Eighth Floor

New York, NY 10001

**Scope of Contracted Services**

This Memorandum of Understanding covers the period from September 1, 2012 through August 31, 2013, in the multi-year partnership between Detroit Achievement Academy and Expeditionary Learning. During this period, Expeditionary Learning will provide a package of services to faculty and school leaders to foster the full implementation of the Expeditionary Learning school reform design.

The cost for this year's Memorandum of Understanding (MOU) is **\$71,200.00**.

Expeditionary Learning will provide the following package of contracted services:

**Direct School Services**

**(35) DIRECT SERVICE DAYS DELIVERED BY EXPEDITIONARY LEARNING STAFF (\$1,500.00 per day)**

- Direct service includes professional development and technical assistance provided by EL staff that is focused on the goals and outcomes articulated in the work plan. Direct service days may also include days during which EL staff accompanies a group of teachers from the school to an Expeditionary Learning professional development event to provide further intensive work.
- The costs associated with direct school services also covers:
  - Time the school designer uses to plan the direct service work and create materials for the school.
  - Time the school designer uses to work with teachers electronically or by phone, such as providing feedback on expedition plans, writing reports for the school, planning future professional development with the principal and/or instructional guide, and ongoing consulting or planning time for the school with the regional director or other school designers.
  - All Expeditionary Learning staff travel costs have been budgeted into the total MOU amount as part of the direct school services cost.
- All Direct School Service days must be used before August 31, 2013. No days can be carried into the next Expeditionary Learning fiscal year that begins on September 1, 2013 and ends on August 31, 2014.

**(\$1,000.00) ALLOCATION FOR BOOKS AND OTHER PROFESSIONAL PUBLISHED MATERIALS**

- This allocation is only for certain books and professionally published materials that can be purchased through Expeditionary Learning at a discounted price. The school and the school designer determine which, if any, such materials will be included in the MOU based on the annual work plan. A list of standard books and prices can be obtained by contacting Wendy Wolf at [wwolf@elschools.org](mailto:wwolf@elschools.org).

## **Slots Allocated for Off-Site Professional Development**

### **Logistical Information and Agreements Regarding Off-site Professional Development:**

- Continuing Education Credits will be available for most offerings through a partnership with the University of Denver. Costs for Continuing Education Credits are separate from this MOU.
- All slots must be used before August 31, 2013. No slots can be carried over into the next EL fiscal year that begins on September 1, 2013. In the event that the school designee desires to substitute one purchased slot for another equally priced slot, s/he can do so with written permission of the EL Regional Director as long as the change occurs at least 14 days prior to the purchased institute start date. Substitutions are NOT permitted if the purchased institute has already occurred or is within 14 days of occurring.
- Changes to an MOU that involve an increase or decrease to the total price require an addendum that must be written by the EL Regional Director and signed by both parties.
- As part of the registration process for professional development, each participant must agree to arrive on time, participate in the full daily schedule (often longer than a normal work day), and stay for the full duration of the event. The planned daily schedule is outlined in the registration confirmation letter. This schedule applies to local commuters and overnight guests alike.
- Start and end times for each event are available on line as a part of registration.
- The principal must take responsibility for travel arrangements to ensure that participants arrive on time and stay for the entire event.

### **(2) NATIONAL CONFERENCE (\$750 each).**

- Schools pay all travel, lodging, and food costs. Additional slots to the National Conference can be added and paid for separately at the time of NC registration.

### **(2) SITE SEMINARS (\$400 EACH)**

- Two-day or three-day visits to highly performing Expeditionary Learning schools.
- Schools pay all travel, lodging, and most food costs.
- Fees for site seminars are split between the school(s) hosting the seminar and Expeditionary Learning.

### **(3) Leadership - 3 Day Institute (\$800.00 EACH)**

- The school pays for and must arrange all travel, lodging, and dinner expenses. Expeditionary Learning will provide a coffee/tea service and lunch.
- All participants must stay near the institute location unless they live within one hour of the event.
- Minimum enrollment required to avoid cancellation = 15. In the event of cancellation, Expeditionary Learning will notify participants 10 days in advance of cancellation. Expeditionary Learning is not responsible for cancellation charges related to travel and lodging.

Slots	Leadership - 3 Day Institute	Dates Held	Location
2	Instructional Coaching for Leaders	<del>Feb 19-21</del> April 4-6, 2013	<del>Phoenix</del> Tempe, AZ
1	El Leadership Induction Cohort	Jul 8-10	Amherst or UNH

**(7) EL Classrooms in Practice- 5 Day Institute (\$1,500.00 EACH)**

- School arranges and pays for transportation to and from institute and some meals.
- Expeditionary Learning pays for all lodging and most meals.
- Minimum enrollment to avoid cancellation = 15. In the event of cancellation, Expeditionary Learning will notify participants 10 days in advance of cancellation. Expeditionary Learning is not responsible for cancellation charges related to travel and lodging.

Slots	EL Classrooms in Practice- 5 Day Institute	Dates Held	Location
7	Primary	Jul 15-19	Kansas City

**EXPEDITIONARY LEARNING NETWORK MEMBERSHIP (\$2,500.00)**

- Fewer than 10 staff: \$2500
- 10-19 Staff: \$5000
- 20-29 Staff: \$7500
- 30 or more staff: \$10,000

2 Number of school staff members for the period covered by this MOU. Total charge for membership should not exceed \$10,000.

- Ability to purchase additional off-site professional development slots at network prices.
- Copies of *Expeditionary Learning Core Practices* for each staff member.
- Access to Expeditionary Learning's EL Commons and on-going technical support and upgrades.
- Access to the on-line Expeditionary Learning Archive of Student Work.
- Access to the on-line Expeditionary Learning Planner
- Ability to advertise job openings on the Expeditionary Learning website.
- Copies of materials for on-site work at schools for each staff member.
- School-specific support from the regional director including consultation, travel to schools, budget preparation, and support of the implementation review process.
- Eligibility for Fund for Teachers scholarships-value up to \$5,000 per person or \$10,000 per team of teachers.

- Central office accounting and billing services.

#### Cost and Payment:

Total value of the Expeditionary Learning services for 2012-2013 is **\$71,200.00**

- Direct service days: 35 @ \$1,500.00 per day = \$52,500.00.
- Allocation for books/professionally published materials: \$1,000.00.
- National Convergence Slots: 2 @ \$750.00 per slot = \$1,500.00
- Site Seminar Slots: 2 @ \$400.00 per slot = \$800.00
- Network Membership. Total Staff: 2 = \$2,500.00
- Leadership - 3 Day Institute Slots: 3 @ \$800.00 per slot = \$2,400.00
- EL Classrooms in Practice- 5 Day Institute Slots: 7 @ \$1,500.00 per slot = \$10,500.00

#### Payment Plan and Schedule:

##### Option 1:

One payment of full amount is due on: February 15, 2012.

##### \*Please Note:

**Invoices past due beyond 30 days will be charged an additional 1.5 percent interest each month that the balance remains unpaid.**

##### Mail ALL PAYMENTS to:

Stephanie Lawkins, Chief Financial Officer  
Expeditionary Learning Schools  
247 West 35th St. 8th Floor  
New York, NY 10001

#### Agreement

Expeditionary Learning and Detroit Achievement Academy agree to the above scope of services from September 1, 2012 to August 31, 2013. This scope of services may be changed only in writing and must be signed by both parties.

Expeditionary Learning's intellectual property remains the property of Expeditionary Learning, and Expeditionary Learning will have perpetual license to use any content developed by teachers or school leaders in Expeditionary Learning network schools, while such content shall remain the property of the school or the creator(s) per school policy.



ELS Representative: Deborah Otto  
Title: Midwest Regional Director  
Date: October 30, 2012



School Signatory:  
Title: **Founder**  
Date: 10/30/2012



## SERVICE AGREEMENT

This agreement is between Kyle Smitley (hereinafter referred to as "Service Provider") and Detroit Achievement Academy (hereinafter referred to as "Client").

### I. Time Period:

This agreement will be in effect as of May 1 2013 and will remain in effect until April 30, 2014, unless terminated earlier in accordance with Section V.5.

### II. Devoting the necessary hours to complete all assignments in a timely fashion, Service Provider agrees to provide client with board support, business management, financial reporting and compliance support as follows:

1. Assist Client with the budget preparation process for all funds.
2. Coordinate the financial reporting requirements to ensure a proper integration with the overall budget.
3. Process all purchase order and check requests specifically for the Board.
4. Provide an actual to budget comparison for all funds as requested.
5. Verify and record deposits.
6. Track all fundraising and agency funds.
7. Provide fundraising reports as requested.
8. Provide agency reports as requested.
9. Ensure timely reporting for all programs to include final expenditure reports.
10. Oversee the issuing of approved Purchase Orders to ensure that costs are aligned with the approved budget.
11. Post all invoices to the Accounts Payable system.
12. Generate checks for Client approval in accordance with properly documented requests, or as approved in the annual budget.
13. Post all cash receipts and cash disbursements into the General Ledger on a monthly basis.
14. Perform bank reconciliations.
15. Post any necessary adjusting journal entries.
16. Generate monthly financial statements (balance sheet with statement of revenues and expenditures) for Client review on a monthly basis comparing actual expenditures to budget.



17. Note where amendments may be necessary to ensure budget compliance.
18. Meet with the Client as needed to review financial documents.
19. Update the Board on the status of financing requirements, documents, payments and all other items related to the Board's compliance requirements under any financing.
20. Assist school administration with compliance and reporting issues.
21. Assist Client with the development of processes and procedures to ensure the ongoing completion of all tasks beyond the term of this contract.
22. Assist with preparation for annual audit and any field audits.
23. Provide Client with all original records for client's recordkeeping.
24. Attend meetings (regular, special, committee) as scheduled by the Board.
25. Publish notices of meetings in order to comply with Open Meetings Act.
26. Draft and complete minutes of meetings.
27. Maintain Board records and prepare board meeting agendas.
28. Maintain the Board's asset listing:
  - a. Provide manpower to tag all equipment and furniture belonging to the Board.
  - b. Provide manpower to complete an annual inventory of furniture and equipment.
  - c. Oversee the removal of items from inventory and adjust the listing as needed.
  - d. Receive purchase requests, invoices and shipping receipts to verify Board assets.
  - e. Provide inventory reports as requested.
29. Provide administrative support for the Academy Board of Directors.
30. Carry out other duties as directed by the Academy Board of Directors to include at a minimum the following responsibilities:
  - a. Receive and open all Board mail. Upload correspondence to Board Docs as appropriate.
  - b. Process all invoices for payment.
  - c. Record deposits when needed.
  - d. Document monthly state aid revenue.
  - e. Reconcile all bank accounts on a monthly basis.
  - f. Follow up on any returned checks.
  - g. Coordinate with Board Attorney as needed.
  - h. Coordinate with Board President as needed.
  - i. Purchase board supplies as needed.
  - j. Submit board documents to GVSU Compliance office.
31. Other services as requested as agreed upon by both parties.

### III. Client agrees to:

1. Provide Service Provider with information in a timely manner. Information to be provided includes (but may not be limited to):
  - a. Initial approved budget
  - b. Projected revenues and expenditures
  - c. Original receipts or deposit slips documenting revenues and expenditures
  - d. Supporting documentation for check requests and purchase orders.
2. Consult with Service Provider when scheduling meetings at which Service Provider is to attend.
3. Accept responsibility for maintaining all original records in compliance with Michigan's Record Retention policies or other applicable state and federal

requirements.

4. Pay Service Provider in a timely manner.

IV. Payment shall be:

Thirty five Thousand Dollars (\$35,000) per year, payable in accordance with the Academy's staff payroll schedule.

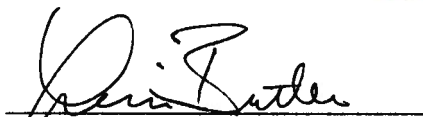
V. Other:

1. Neither Service Provider nor the Client is limited in representation by this agreement and each shall have the right to engage in transactions with other parties.
2. Client is aware that Service Provider's work is not to be mistaken as the property of the Client.
3. Client recognizes that Service Provider maintains its own staff. The work required by the Agreement may be conducted by any designated staff as solely deemed necessary by the Service Provider.
4. This Agreement may be cancelled by either party at any time with 90 days prior written notice, no less than 60 days after a suitable replacement has been identified, provided that payment has been made in accordance with Section IV.
5. The Service Provider and Client agree to indemnify, save and hold harmless each other from and against any and all claims, allegations, suits, fines, penalties, expenses, costs; liabilities, and damages, whether in contract, tort or otherwise, arising out of or in connection with each party's performance of its particular portion of this Agreement by reason of its acts, inaction, omissions, negligence, reckless or intentional conduct except and to the extent such losses arise out of the gross negligence or willful misconduct of the indemnified party.

VI. Acceptance

  
\_\_\_\_\_  
Kyle Smitley, Service Provider

4/11/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lewis Butler, Client

4/11/13  
\_\_\_\_\_  
Date

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

## SCHEDULE 7-1

### EDUCATIONAL GOALS

#### Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.


Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date: 3/26/13

  
Board President/Vice President Signature

#### Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the D.A.A. Board of Directors at a properly noticed open meeting held on the 26 day of MARCH, 2013, at which a quorum was present.

  
Board Secretary PRESIDENT

**SCHEDULE 7-2**

**CURRICULUM**

## Detroit Achievement Academy Kindergarten Standards Map

\* with prompting and support

<b><u>Quarter 1</u></b> <b>Building a Community:</b> <b>My Classroom, an Ant Hill,</b> <b>a Hive!</b>	<b><u>Quarter 2</u></b> <b>Animal Tails! How</b> <b>communities share their</b> <b>history and ideals through</b> <b>the art of storytelling.</b>	<b><u>Quarter 3</u></b> <b>Animal, Vegetable,</b> <b>Mineral: Eating with the</b> <b>Dinosaurs!</b>	<b><u>Quarter 4</u></b> <b>What's in My Back Yard?</b> <b>Lifecycles of butterflies,</b> <b>frogs, and flowers</b>
<b><u>Interdependence</u></b> 1. Organisms depend on one another and on their environment. <b><u>Evolution of Governance</u></b> 1. What are the roles and responsibilities of citizens?	<b><u>Universals of Culture</u></b> 1. People's culture is reflected in their celebrations and practices. 2. People form communities based on their culture, beliefs, traditions, and values.	<b><u>Structure and Function</u></b> 1. The physical characteristics of an organism directly impact its survival. 2. When an environment changes, an organism must adapt, move, or die.	<b><u>Constancy and Change</u></b> 1. Organisms have predictable patterns of change in growth and development. 2. Energy can change forms but cannot be destroyed.
<b>Reading Literary Text:</b> *RL.K.1. Ask and answer key details *RL.K.2. Retell familiar stories *RL.K.3. Identify character, settings and major events in a story *RL.K.9. Compare and contrast adventures and experiences of characters RL.K.10. Engage in group reading activities <b>Standards unpacked:</b>	<b>Reading Literary Text:</b> *RL.K.1. Ask and answer key details *RL.K.2. Retell familiar stories *RL.K.3. Identify character, settings and major events in a story R.L.K.4 Unknown words *RL.K.6 Role of Author and Illustrator *RL.K.7. Relationship between illustrations and the story RL.K.10. Engage in group reading activities	<b>Reading Literary Text:</b> *RL.K.1. Ask and answer key details *RL.K.2. Retell familiar stories *RL.K.3. Identify character, settings and major events in a story R.L.K.4 Unknown words *RL.K.6 Role of Author and Illustrator *RL.K.7. Relationship between illustrations and the story RL.K.10. Engage in group reading activities	<b>Reading Literary Text:</b> RL.K.5. Recognize common types of texts *RL.K.9. Compare and contrast adventures and experiences of characters RL.K.10. Engage in group reading activities <b>Standards unpacked:</b> <b>Identifying different</b> <b>types of books (poems,</b> <b>fiction, fairytale)</b> <b>Compare and contrast</b> <b>Group reading activities</b>

## Detroit Achievement Academy Kindergarten Standards Map

\* with prompting and support

<p>Main idea/details Retelling Story elements Compare/contrast characters</p>	<p>Standards unpacked: Key Details Retelling Story elements Author's role in a story Illustrator's job in a story Linking words and pictures together in a story Meaning of unknown words Group reading activities</p>	<p>Standards unpacked: Key Details Retelling Story elements Author's role in a story Illustrator's job in a story Linking words and pictures together in a story Meaning of unknown words Group reading activities</p>	
	<p><b>Reading Informational Text:</b> *RI.K.1. Ask and Answer key details RI.K.5. Parts of a book *RI.K.7 Relationship between illustrations and texts RI.K.10. Group Reading Activities</p> <p><b>Standards unpacked:</b> Identify book concepts</p>	<p><b>Reading Informational Text:</b> *RI.K.1. Ask and Answer key details *RL.K.4. Unknown words RI.K.6. Role of Author and Illustrator *RI.K.9. Similarities and Differences RI.K.10. Group Reading Activities</p>	<p><b>Reading Informational Text:</b> *RI.K.2. Main topic and key details *RI.K.3. Connection between two individuals, events, ideas, or pieces of information *RL.K.4. Unknown words *RI.K.8. Author's reasons *RI.K.9. Similarities and Differences RI.K.10. Group Reading Activities</p>



## Detroit Achievement Academy Kindergarten Standards Map

\* with prompting and support

	<b>Key Details</b> <b>Illustrations and texts</b> <b>Engaging in group reading activities</b>	<b>Standards unpacked:</b> <b>Ask questions about unknown words</b> <b>Purpose of author/illustrator</b> <b>Key Details</b> <b>Compare and contrast facts</b> <b>Engaging in group reading activities</b>	<b>Standards unpacked:</b> <b>Using main idea and details</b> <b>Make real world connections</b> <b>Identify author's reasons</b> <b>Ask questions about unknown words</b> <b>Compare and contrast facts</b> <b>Engaging in group reading activities</b>
<b>Reading Foundational Skills:</b> RF.K.1. Print Concepts RF.K.2 Phonological Awareness  <b>Standards unpacked:</b> <b>Following words left-right</b> <b>Combining letters to form words</b> <b>Spaces between word</b> <b>Upper and lower case letters</b> <b>Rhymes</b> <b>Syllables (counting, breaking apart, combining) counting syllables</b>	<b>Reading Foundational Skills:</b> RF.K.1. Print Concepts RF.K.2 Phonological Awareness RF.K.3. Grade level phonics RF.K.4. Emergent Reading  <b>Standards unpacked:</b> <b>Following words left-right</b> <b>Combining letters to form words</b> <b>Spaces between word</b> <b>Upper and lower case letters</b> <b>Rhymes</b> <b>Syllables (counting, breaking apart,</b>	<b>Reading Foundational Skills:</b> RF.K.3. Grade level phonics RF.K.4. Emergent Reading  <b>Standards unpacked:</b> <b>Use phonics and word analysis to decode words</b> <b>Long and short sound for major vowels</b> <b>Read High Frequency Words</b> <b>Read emergent reader text with purpose and understanding</b>	<b>Reading Foundational Skills:</b> RF.K.3. Grade level phonics RF.K.4. Emergent Reading  <b>Standards unpacked:</b> RF.K.3. Grade level phonics <b>Use phonics and word analysis to decode words</b> <b>Long and short sound for major vowels</b> <b>Read High Frequency Words</b> <b>Identify sounds that differ in similarly spelled words</b> <b>Read emergent reader</b>

## Detroit Achievement Academy Kindergarten Standards Map

\* with prompting and support

<p>Changing Onset and rimes in 1 syllable words to make new words Saying beginning, middle and end sounds of c-v-c words</p>	<p>combining) counting syllables Changing Onset and rimes in 1 syllable words to make new words Saying beginning, middle and end sounds of c-v-c words Letter Sound correspondence Read High Frequency Words Reading using different strategies</p>		<p>text with purpose and understanding</p>
<p><b>Speaking and Listening:</b> SL.K.1. Participate in collaborative conversations SL.K.2. Confirm understanding of a text SL.K.3 Ask and answer questions SL.K.4. Describe familiar people, places and things SL.K.5. Add drawings or other visual displays SL.K.6.Speak audibly and express thoughts clearly'</p> <p><b>Standards unpacked:</b> Participate in a conversation Build upon what others say Ask questions when</p>	<p><b>Speaking and Listening:</b> SL.K.1. Participate in collaborative conversations SL.K.2. Confirm understanding of a text SL.K.3 Ask and answer questions SL.K.4. Describe familiar people, places and things SL.K.5. Add drawings or other visual displays SL.K.6.Speak audibly and express thoughts clearly'</p> <p><b>Standards unpacked:</b> Participate in a conversation Build upon what others say Ask questions when</p>	<p><b>Speaking and Listening:</b> SL.K.1. Participate in collaborative conversations SL.K.2. Confirm understanding of a text SL.K.3 Ask and answer questions SL.K.4. Describe familiar people, places and things SL.K.5. Add drawings or other visual displays SL.K.6.Speak audibly and express thoughts clearly'</p> <p><b>Standards unpacked:</b> Participate in a conversation Build upon what others say Ask questions when</p>	<p><b>Speaking and Listening:</b> SL.K.1. Participate in collaborative conversations SL.K.2. Confirm understanding of a text SL.K.3 Ask and answer questions SL.K.4. Describe familiar people, places and things SL.K.5. Add drawings or other visual displays SL.K.6.Speak audibly and express thoughts clearly'</p> <p><b>Standards unpacked:</b> Participate in a conversation Build upon what others say Ask questions when</p>

## Detroit Achievement Academy Kindergarten Standards Map

\* with prompting and support

<p>confused Answer questions Describe people, places, things, and events. (with support) Use details Use pictures Speak in a loud, clear voice</p>	<p>confused Answer questions Describe people, places, things, and events. (with support) Use details Use pictures Speak in a loud, clear voice</p>	<p>confused Answer questions Describe people, places, things, and events. (with support) Use details Use pictures Speak in a loud, clear voice</p>	<p>confused Answer questions Describe people, places, things, and events. (with support) Use details Use pictures Speak in a loud, clear voice</p>
<p><b>Language:</b> L.K.1. Command of Conventions</p> <p><b>Standards unpacked:</b> <b>Print upper and lowercase letters.</b> <b>Use common nouns and verbs.</b> <b>Form regular plural noun orally.</b> <b>Use question words</b> <b>Use common prepositions.</b> <b>Produce and expand complete sentences</b></p>	<p><b>Language:</b> L.K.1. Command of Convention L.K.2. Capitalization, Punctuation and Spelling when writing L.K.4. Meaning of unknown words *L.K.5. Nuances in word meaning L.K.6 Use newly acquired words and phrases</p> <p><b>Standards unpacked:</b> <b>Print upper and lowercase letters.</b> <b>Use common nouns and verbs.</b> <b>Form regular plural noun orally.</b> <b>Use question words</b> <b>Use common prepositions.</b> <b>Produce and expand</b></p>	<p><b>Language:</b> L.K.1. Command of Conventions L.K.2. Capitalization, Punctuation and Spelling when writing L.K.4. Meaning of unknown words *L.K.5. Nuances in word meaning L.K.6 Use newly acquired words and phrases</p> <p><b>Standards unpacked:</b> <b>Print upper and lowercase letters.</b> <b>Use common nouns and verbs.</b> <b>Form regular plural noun orally.</b> <b>Use question words</b> <b>Use common prepositions.</b> <b>Produce and expand</b></p>	<p><b>Language:</b> L.K.1. Command of Conventions L.K.2. Capitalization, Punctuation and Spelling when writing L.K.4. Meaning of unknown words *L.K.5. Nuances in word meaning L.K.6 Use newly acquired words and phrases</p> <p><b>Standards unpacked:</b> <b>Print upper and lowercase letters.</b> <b>Use common nouns and verbs.</b> <b>Form regular plural noun orally.</b> <b>Use question words</b> <b>Use common prepositions.</b> <b>Produce and expand</b></p>

## Detroit Achievement Academy Kindergarten Standards Map

\* with prompting and support

	<p>complete sentences          Capitalize first word in a sentence and I          Recognize and name end punctuation          Write a letter for most consonants and short vowels          Spell simple words phonetically          Identify new meanings for familiar words          Use the most commonly occurring inflections and affixes to figure out unknown word          Sort common objects into categories          Relate common verbs and adjectives to their antonyms          Real life connections between words and their use          Distinguish shades of meanings among verbs</p>	<p>complete sentences          Capitalize first word in a sentence and I          Recognize and name end punctuation          Write a letter for most consonants and short vowels          Spell simple words phonetically          Identify new meanings for familiar words          Use the most commonly occurring inflections and affixes</p> <p>Use a variety of strategies for words not known (suffix, prefix, decode, use words with multiple meaning, homophone</p>	complete sentences
<p><b>Writing:</b>          W.K.3. Narrate an event  <b>Standards unpacked:</b>          Events in order and reaction</p>	<p><b>Writing:</b>          W.K.2. Explanatory text          W.K.3. Narrate an event          W.K.7 Shared Research  <b>Standards unpacked:</b>          Name what they are writing about and include information</p>	<p><b>Writing:</b>          W.K.2. Explanatory text          *W.K.5 Use feedback          W.K.7 Shared Research          *W.K.8. Recall information/gather info  <b>Standards unpacked</b></p>	<p><b>Writing:</b>          W.K.1. Tell an opinion          W.K.2. Explanatory text          *W.K.5 Use feedback          *W.K.6. Use digital tools          *W.K.8. Recall information/gather info  <b>Standards unpacked</b></p>

## Detroit Achievement Academy Kindergarten Standards Map

\* with prompting and support

	<p>Events in order and reaction</p> <p>Shared research and writing projects</p>	<p>Name what they are writing about and include information</p> <p>Shared research and writing projects</p> <p>Use feedback from peers</p> <p>Recall or gather information to answer a question</p>	<p>Name what they are writing about and include information</p> <p>Shared research and writing projects</p> <p>Use feedback from peers</p> <p>Recall or gather information to answer a question</p> <p>Explore a variety of digital tools to publish writing</p>
Science:	<p>Science:</p> <p><b>Power Standard:</b> <b>SK.2: Describes simple motions and observe the effects of pushes and pulls on moving objects</b></p> <p>S.IP.E.1 Inquiry: questions, investigations and solutions</p> <p>S.IP.00.11 Observation using senses</p> <p>S.IP.00.12 Generate questions</p> <p>S.IP.00.13 Simple investigations</p> <p>S.IP.00.14 Manipulate simple tools</p> <p>S.IP.00.15 Accurate measurements</p> <p>S.IP.00.16 Simple charts</p> <p>S.IA.E.1 Inquiry: analysis and</p>	<p>Science:</p> <p><b>Power Standard:</b> <b>SK.1: Identify what plants and animals need to stay alive</b></p> <p>S.IP.E.1 Inquiry: questions, investigations and solutions</p> <p>S.IP.00.11 Observation using senses</p> <p>S.IP.00.12 Generate questions</p> <p>S.IP.00.13 Simple investigations</p> <p>S.IP.00.14 Manipulate simple tools</p> <p>S.IP.00.15 Accurate measurements</p> <p>S.IP.00.16 Simple charts</p> <p>S.IA.E.1 Inquiry: analysis and presentation of findings</p> <p>S.IA.00.12 Purposeful</p>	<p>Science:</p> <p><b>Power Standard:</b> <b>SK.1: Identify what plants and animals need to stay alive</b></p> <p>S.IP.E.1 Inquiry: questions, investigations and solutions</p> <p>S.IP.00.11 Observation using senses</p> <p>S.IP.00.12 Generate questions</p> <p>S.IP.00.13 Simple investigations</p> <p>S.IP.00.14 Manipulate simple tools</p> <p>S.IP.00.15 Accurate measurements</p> <p>S.IP.00.16 Simple charts</p> <p>S.IA.E.1 Inquiry: analysis and presentation of findings</p> <p>S.IA.00.12 Purposeful</p>

## Detroit Achievement Academy Kindergarten Standards Map

\* with prompting and support

	<p>presentation of findings S.IA.00.12 Purposeful conversation. S.IA.00.13 Findings of observations. S.IA.00.14 Information gathering.</p> <p>P.FM.E.1 Position P.FM.00.11 Position of an object P.FM.00.12 Direction of a moving object P.FM.E.2 Gravity P.FM.00.21 How objects fall</p> <p>P.FM.E.3 Force- P.FM.00.31 Pushes and pulls P.FM.00.32 Move in direction P.FM.00.33 Change speed or direction P.FM.00.34 Shape affects motion</p> <p><b>Standards Unpacked:</b> Inquiry process and analysis (observation, experiments, tools, findings etc.) Force of Motion, Gravity Pushes and pulls</p>	<p>conversation. S.IA.00.13 Findings of observations. S.IA.00.14 Information gathering.</p> <p>L.OL.E.1 Life Requirements- basic needs L.OL.00.11 Living things have basic needs. L.OL.00.12 Living and nonliving things.</p> <p><b>Standards Unpacked:</b> Inquiry process and analysis (observation, experiments, tools, findings etc.) Needs of living and non-living things</p>	<p>conversation. S.IA.00.13 Findings of observations. S.IA.00.14 Information gathering.</p> <p>S.RS.E.1 Reflecting on knowledge S.RS.00.11 Demonstrate scientific concepts</p> <p>L.OL.E.1 Basic needs L.OL.00.11 Living things: basic needs. L.OL.00.12 Living and nonliving</p> <p>E.SE.E.1 Earth Materials E.SE.00.11 Earth materials in nature E.SE.00.12 Materials contribute to plant and animal growth</p> <p><b>Standards Unpacked:</b> Inquiry process and analysis (observation, experiments, tools, findings etc.) Needs of living and non-living things Earth Materials contribution to nature</p>
<p><b>Social Studies:</b></p> <p><b>Power Standard:</b> SSK.3: Values and principles of American Democracy</p>	<p><b>Social Studies:</b></p> <p><b>Power Standard:</b> SSK.1: Using primary and secondary sources to begin</p>	<p><b>Social Studies:</b></p> <p><b>Power Standard:</b> SSK.2: Apply the geographic themes to understand the</p>	<p><b>Social Studies:</b></p> <p><b>Power Standard:</b> SSK.3: Values and principles of American Democracy</p>

## Detroit Achievement Academy Kindergarten Standards Map

**\* with prompting and support**

<p><b>SSK.5: Identify a public issue in the classroom and develop an action plan to inform other</b></p> <p>KC2.01 Country's flag KC2.02 Ensure common good KC2.03 Group decision making KC5.01 Individual responsibility</p> <p>K.P4.2.1 Action plan K.P4.2.2. Project to help others</p> <p><b>Standards Unpacked:</b>  <b>Authentic classroom issues</b>  <b>Action plan</b>  <b>Using graphs</b>  <b>Individual Responsibility</b></p>	<p><b>understanding about past, present and future</b>  <b>SSK.4: use economic principles between goods and services, needs and wants</b></p> <p>K.H2.01 Yesterday, today, tomorrow K.H2.02 Timeline of their own lives K.H2.03 Beginning, middle and end K.H2.03 Ways to learn about the past</p> <p>KE1.01 Economic wants KE1.02 Goods and services KE1.03 Trade</p> <p><b>Standards Unpacked:</b></p> <ul style="list-style-type: none"> <li>- <b>History (Using a timeline, using artifacts)</b></li> <li>- <b>Economy (needs and wants)</b></li> </ul>	<p><b>immediate environment (ie: classroom, home and playground)</b></p> <p>K.G1.01 Maps and globes K.G1.02 Environmental directions or positional words K.G2.01 Describe immediate environment K G5.01 Meet human needs</p> <p><b>Standards Unpacked:</b>  <b>Geography (Maps, globes, positionality, describing immediate environments)</b></p>	<p><b>SSK.5: Identify a public issue in the classroom and develop an action plan to inform other</b></p> <p>KC2.01 Country's flag KC2.02 Ensure common good KC2.03 Group decision making KC5.01 Individual responsibility</p> <p>KP3.1.1 Identify classroom issues KP3.1.2 Simple graphs KP3.1.3 Compare their viewpoint</p> <p>KP3.3.1 Express a position K.P4.2.1 Action plan K.P4.2.2. Project to help others</p> <p><b>Standards Unpacked:</b>  <b>Authentic classroom issues</b>  <b>Action plan</b>  <b>Using graphs</b>  <b>Individual Responsibility</b></p>
--	---	---	--

# Detroit Achievement Academy 1<sup>st</sup> Grade Standards Map

\* with prompting and support

<p><b><u>Quarter 1</u></b></p> <p><b>Building a Community: My Classroom and the Grandmont Rosedale community of Detroit</b></p>	<p><b><u>Quarter 2</u></b></p> <p><b>How do the people in my community work together?</b></p>	<p><b><u>Quarter 3</u></b></p> <p><b>What's Under My Feet? Geology and Botany in the Garden</b></p>	<p><b><u>Quarter 4</u></b></p> <p><b>Spring Babies - Animals in an Urban Ecosystem</b></p>
<p><b><u>Evolution of Governance</u></b></p> <ol style="list-style-type: none"> <li>1. What are the roles and responsibilities of citizens?</li> </ol> <p><b><u>Models</u></b></p> <ol style="list-style-type: none"> <li>1. Models can be used to represent observable science phenomenon.</li> <li>2. Models can be used to test theories of science phenomenon that are not directly observable.</li> <li>3. Models involving hypothesized relationships and process can be used to find, articulate, and test theories.</li> </ol>	<p><b><u>Interdependence</u></b></p> <ol style="list-style-type: none"> <li>1. Organisms depend on one another and on their environment.</li> </ol> <p><b><u>Systems</u></b></p> <ol style="list-style-type: none"> <li>1. A system consists of related objects that form a whole.</li> <li>2. A change in one part of a system can change the whole system.</li> <li>3. Systems can be used to predict patterns.</li> </ol>	<p><b><u>Interdependence</u></b></p> <ol style="list-style-type: none"> <li>1. Organisms depend on one another and on their environment.</li> </ol> <p><b><u>Systems</u></b></p> <ol style="list-style-type: none"> <li>1. A system consists of related objects that form a whole.</li> <li>2. A change in one part of a system can change the whole system.</li> <li>4. Systems can be used to predict patterns.</li> </ol>	<p><b><u>Sources of Conflict</u></b></p> <ol style="list-style-type: none"> <li>1. Cooperation and conflict among people contribute to political, economic, and social change. (Empathy and Activism)</li> </ol> <p><b><u>Structure and Function</u></b></p> <ol style="list-style-type: none"> <li>1. The physical characteristics of an organism directly impact its survival.</li> <li>2. When an environment changes, an organism must adapt, move, or die.</li> </ol>

<b><u>Quarter 1</u></b>	<b><u>Quarter 2</u></b>	<b><u>Quarter 3</u></b>	<b><u>Quarter 4</u></b>
<p><b>Reading Literary Text:</b></p> <p>RL.1.1. Ask and answer questions about key details</p> <p>RL.1.3. Describe characters, settings, and major events in a story, using key details.</p> <p>RL.1.7. Use illustrations and details to describe its characters, setting, or event</p>	<p><b>Reading Literary Text:</b></p> <p>RL.1.5. Difference between fiction and non fiction</p> <p>RL.1.6. Identify who is telling the story</p>	<p><b>Reading Literary Text:</b></p> <p>RL.1.2. Retell stories (central message)</p> <p>RL.1.9. Compare and contrast the adventures and experiences of characters</p>	<p><b>Reading Literary Text:</b></p> <p>RL.1.4. Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.</p> <p>*RL.1.10. Read prose and poetry of appropriate complexity</p>



## Detroit Achievement Academy 1<sup>st</sup> Grade Standards Map

\* with prompting and support

	<p><b>Reading Informational Text:</b></p> <p>RI.1.1. Ask and answer questions about key details</p> <p>RI.1.2. Identify the main topic and retell key details of a text</p> <p>RI.1.6. Distinguish between information provided by pictures or other illustrations and information provided by the words in a text..</p> <p>RI.1.7. Use the illustrations and details in a text to describe its key ideas.</p> <p>* RI.1.10. Read informational texts appropriately complex for grade 1.</p> <p>RI.1.4. Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.</p> <p>RI.1.5. Know and use various text features to locate key info</p>	<p><b>Reading Informational Text:</b></p> <p>RI.1.3. Describe the connection between two individuals, events, ideas, or pieces of information in a text.</p> <p>RI.1.9. Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).</p> <p>RI.1.8. Identify the reasons an author gives to support points in a text.</p>	<p><b>Reading Informational Text:</b></p>

# Detroit Achievement Academy 1<sup>st</sup> Grade Standards Map

\* with prompting and support

<b>Reading Foundational Skills:</b> RF.1.1. Demonstrate understanding of the organization and basic features of print. RF.1.2. Demonstrate understanding of spoken words, syllables, and sounds (phonemes). RF.1.3. Know and apply grade-level phonics and word analysis skills in decoding words. (a,b) RF.1.4. Read with sufficient accuracy and fluency to support comprehension (a, b, c- level E)	<b>Reading Foundational Skills:</b> RF.1.3. Know and apply grade-level phonics and word analysis skills in decoding words. (c, d) RF.1.4. Read with sufficient accuracy and fluency to support comprehension (a, b, c- level G)	<b>Reading Foundational Skills:</b> RF.1.3. Know and apply grade-level phonics and word analysis skills in decoding words. (c, d, e, f) RF.1.4. Read with sufficient accuracy and fluency to support comprehension (a, b, c- level H)	<b>Reading Foundational Skills:</b> RF.1.3. Know and apply grade-level phonics and word analysis skills in decoding words. (f, g) RF.1.4. Read with sufficient accuracy and fluency to support comprehension (a, b, c- level J)
<b>Speaking and Listening:</b> SL.1.1. Participate in collaborative conversations (a) SL.1.2 Ask and answer questions about details in a text SL.1.3 Ask and answer questions about what speaker says SL.1.4. Describe people, places, things, and events SL.1.5. Add drawings or other visual displays to descriptions SL.1.6. Produce complete sentences when appropriate to task and situation.	<b>Speaking and Listening:</b> SL.K.1. Participate in collaborative conversations (a,b) SL.1.2 Ask and answer questions SL.1.3 Ask and answer questions about what speaker says SL.1.4. Describe people, places, things, and events SL.1.5. Add drawings or other visual displays to descriptions SL.1.6. Produce complete sentences when appropriate to task and situation.	<b>Speaking and Listening:</b> SL.K.1. Participate in collaborative conversations (a,b,c) SL.1.2 Ask and answer questions SL.1.3 Ask and answer questions about what speaker says SL.1.6. Produce complete sentences when appropriate to task and situation.	<b>Speaking and Listening:</b> SL.K.1. Participate in collaborative conversations SL.1.2 Ask and answer questions SL.1.3 Ask and answer questions about what speaker says SL.1.6. Produce complete sentences when appropriate to task and situation.
<b>Language:</b> L.1.1. Command of Grammar Conventions (a,b) L.1.2. Capitalization, Punctuation and Spelling when writing (a)	<b>Language:</b> L.1.1. Command of Grammar Conventions (c, d, e) L.1.2. Capitalization, Punctuation and Spelling when writing (b)	<b>Language:</b> L.1.1. Command of Grammar Conventions (g,h) L.1.2. Capitalization, Punctuation and Spelling when writing (c,d)	<b>Language:</b> L.1.1. Command of Grammar Conventions (l,j) L.1.2. Capitalization, Punctuation and Spelling when writing (e)

## Detroit Achievement Academy 1<sup>st</sup> Grade Standards Map

\* with prompting and support

<p>L.1.4. Meaning of unknown words            *L.1.5. Nuances in word meanings (a, b, c, d)            L.1.6. Use words and phrases acquired through conversations, reading and being read to</p>	<p>L.1.4. Meaning of unknown words            * L.1.5. Nuances in word meanings (a, b, c, d)            L.1.6. Use words and phrases acquired through conversations, reading and being read to</p>	<p>L.1.4. Meaning of unknown words            *L.1.5. Nuances in word meanings (a, b, c, d)            L.1.6. Use words and phrases acquired through conversations, reading and being read to</p>	<p>L.1.4. Meaning of unknown words            * L.1.5. Nuances in word meanings (a, b, c, d)            L.1.6. Use words and phrases acquired through conversations, reading and being read to</p>
<p><b>Writing:</b>            W.1.3. Write narratives in which they recount two or more appropriately sequenced events            *W.1.5. focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.</p>	<p><b>Writing:</b>            W.1.2. Write informative/explanatory texts            *W.1.5. Focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.            W.1.7. Participate in shared research and writing project</p>	<p><b>Writing:</b>            W.1.1. Write opinion pieces            *W.1.5. Focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.            *W.1.6. use a variety of digital tools to produce and publish writing</p>	<p><b>Writing:</b>            *W.1.5. Focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.            *W.1.6. Use a variety of digital tools to produce and publish writing,            *W.1.8. Recall information from experiences or gather information from provided sources to answer a question.</p>
<p>Science:</p> <p><b>Power Standard:</b>  <b>S1.4 - Describe various properties of objects and substances.</b></p>	<p>Science:</p> <p><b>Power Standard:</b>  <b>S1.3 - Compare daily and seasonal weather conditions.</b></p>	<p><b>Science:</b></p> <p><b>Power Standard:</b>  <b>S1.2 – Explain the importance of sunlight and warmth in plant growth</b></p>	<p><b>Science:</b></p> <p><b>Power Standard:</b>  <b>S1.1 - Observe various animals, identify their needs and characteristics, and describe their life cycles.</b></p>
<p><b>Social Studies:</b></p>	<p><b>Social Studies:</b></p>	<p><b>Social Studies:</b></p>	<p><b>Social Studies:</b></p>

## **Detroit Achievement Academy 1<sup>st</sup> Grade Standards Map**

**\* with prompting and support**

<p><b>Power Standard:</b> SS1.3 – Use values and principles of American democracy to give examples of the use of power with authority in school, identify reasons for rules in school, and how conflicts might be resolved in fair and just ways.</p> <p>SS1.2 – Apply the five geographic themes to understand significant places in the school environment.</p>	<p><b>Power Standard:</b> SS1.4 – Use economic principles to distinguish between producers and consumers, wants and needs (scarcity and choice), and goods and services, as well as describe reasons why people trade.</p>	<p><b>Power Standard:</b> SS1.1 – Using primary and secondary sources, compare life today with life in the past, tell a narrative and draw possible conclusions about family/school life.</p>	<p><b>Power Standard:</b> SS1.5 – Identify a public issue in the school community; express a position and develop an action plan to inform others about a public issue.</p>
---	--	---	---



## An Overview of Kindergarten: 2<sup>nd</sup> Edition<sup>1</sup>

The Kindergarten curriculum is organized into 7 units that offer from 3 ½ to 5 weeks of work, focused on the area(s) of mathematics identified in the unit's subtitle. Because units build on each other, both within and across strands, they are designed for use in the sequence shown.

Unit Title	Number of Sessions
<b>Who Is in School Today?</b> Classroom Routines and Materials	<b>18</b>
<b>Counting and Comparing</b> Measurement and the Number System 1	<b>24</b>
<b>What Comes Next?</b> Patterns and Functions	<b>22</b>
<b>Measuring and Counting</b> Measurement and the Number System 2	<b>26</b>
<b>Make a Shape, Build a Block</b> 2-D and 3-D Geometry	<b>20</b>
<b>How Many Do You Have?</b> Addition, Subtraction, and the Number System	<b>26</b>
<b>Sorting and Surveys</b> Data Analysis	<b>17</b>

Note that the Kindergarten *Investigations* curriculum assumes that each school day includes 40-60 minutes of math: 30-45 minutes on the day's Session, and 10-15 minutes on the Classroom Routine. Designed to fit within the calendar of a typical school year, Kindergarten includes a total of 153 sessions (or approximately 31 weeks of work). This provides some leeway for going further with particular ideas and/or accommodating local circumstances. Although pacing will vary somewhat in response to variations in school calendars, needs of students, your school's years of experience with the curriculum, and other local factors, following the suggested pacing and sequence will ensure that students benefit from the way mathematical ideas are introduced, developed, and revisited across the year.

---

<sup>1</sup> This document applies to the 2nd edition of *Investigations* (2008, 2012). See <http://investigations.terc.edu/CCSS/> for changes when implementing *Investigations and the Common Core Standards*.

## **An Overview of the Math in Kindergarten\***

**Number and Operations: Whole Numbers** Students develop strategies for accurately counting quantities to 10 and beyond. They have many opportunities to count and create sets (objects, people, drawings, etc.), to count aloud, and to write and interpret numerals in a variety of contexts. They develop visual images for quantities and a sense of the relationship between them (10 is more than 5; 4 is less than 6; each counting number is one more, etc.). The counting work also serves as a bridge to the operations of addition and subtraction. Students have repeated experiences joining two or more amounts, removing an amount from a whole, and decomposing a number into two or more parts.

**Measurement** Students are introduced to length as a dimension, and use direct comparison to compare the lengths of objects. Throughout, there is a focus on language for describing and comparing lengths. Later, students use multiple nonstandard units (e.g. cubes, craft sticks) to quantify length, and consider whether particular measurement strategies (e.g. different start and end points, units laid out in a crooked line or in a line with gaps and/or overlaps between units) result in accurate measurements.

**Patterns and Functions** Students sort related objects into groups and identify attributes, as they begin their work with patterns. They consider which attribute (such as color or shape) is important as they construct, describe, and extend various patterns, determine what comes next in a repeating pattern, and begin to think about how two patterns are similar and different. Students also analyze the structure of a repeating pattern by identifying the unit of the pattern.

**Geometry** As they identify 2-D and 3-D shapes in their environment, students describe and compare shapes. They discuss characteristics such as size, shape, function, and attributes such as the number of sides or faces. Students construct 2-D and 3-D shapes, and combine shapes to make other shapes. The optional *Shapes* software extends and deepens the 2-D geometry work.

**Data Analysis** Students sort objects according to their attributes and organize data (i.e. favorite lunch foods) into different categories. As students collect data about themselves, they develop strategies for keeping track of who has responded to a survey, and for recording and representing data. Students begin to understand the processes involved in data analysis by choosing and posing a question, determining how to record responses, and counting and making sense of the results.

### **Ongoing Review and Practice**

10-15 minutes per day is spent on one of four Classroom Routines. Students develop strategies for counting accurately as they count their classmates in *Attendance*. *Calendar* provides repeated practice with the counting sequence as well as experience with a real-world tool for keeping track of time and events. Students collect, count, record, and discuss data about themselves in *Today's Question*. In *Patterns on the Pocket Chart* students describe and extend repeating patterns, with a focus on determining what would come next if the pattern were to continue.

Homework is provided when appropriate. Each investigation includes a page for Daily Practice that can be used either for homework or for in-class practice. The *Student Math Handbook Flipchart* illustrates important math words and ideas can be used for review.

\* **Note:** For more detailed information on the math at this grade level, see *Mathematics in Kindergarten* and *Kindergarten Scope and Sequence in Implementing Investigations in Kindergarten*.

## **Over the course of Kindergarten, students...**

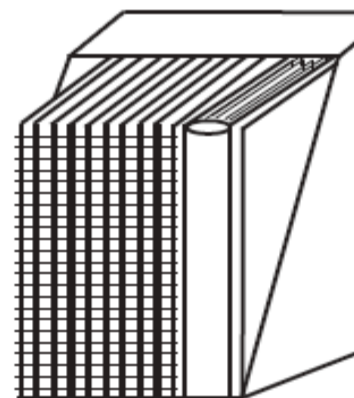
- Make a Counting Book.
- Investigate the number of objects they can grab in one (or more) handful(s).
- Count, compare, and order the number of letters in their names.
- Make and record patterns.
- Measure the length of shoe outlines and of different parts of their bodies.
- Retell, act out, model, solve and record their work for a variety of addition and subtraction story problems.
- Find many different ways to arrange sets of 5-10 tiles, and to think about how numbers and notation can be attached to those arrangements.
- Use a 2-D shape to make a picture for the class Shape Book.
- Make a class mural using shapes.
- Use Geoboards and clay to make a variety of 2-D and 3-D shapes.
- Solve problems like, “I have Five Crayons in All. If some are red and some are blue, how many of each could I have? How many reds? How many blues?”
- Develop familiarity with the combinations of 6 as they play *Racing Bears* and *Total of 6*, and as they work on *Toss the Chips* and *Six Crayons in All*.
- Think about the number of students, noses, and eyes there are in their class, and collect data to figure out if there are enough chairs for a class.
- Sort objects and categorical data about their favorite lunch food, and conduct “Do You Like...?” surveys.

## The Components

In order to teach the Kindergarten curriculum, a teacher needs the Core Curriculum Package, Student Activity Books, and the Kindergarten manipulatives. The following section describes all of the components available at Kindergarten.

The **Core Curriculum Package** at Kindergarten includes:

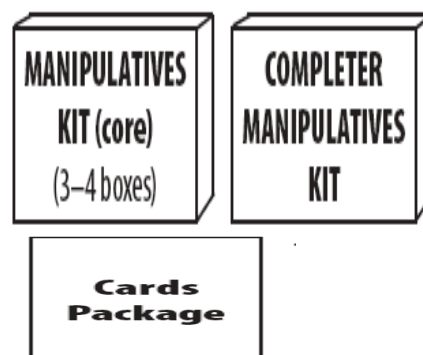
- the seven **curriculum units** listed above.
- **Implementing Investigations in Kindergarten**. This book helps teachers get started and provides useful ongoing support.
- a **Resources Binder**. Available in English or Spanish, this contains all of the transparencies and masters (e.g. assessment masters, game directions, family letters), in hard copy and on a CD. It also includes the *Shapes* software, used in the Kindergarten Geometry unit.



Also available separately: a **Spanish Teaching Companion** that presents vocabulary and teacher dialogue in Spanish, and an **Answer Key**.

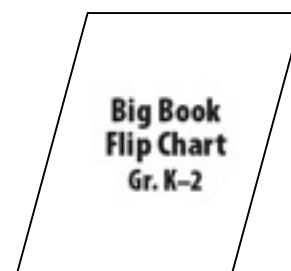
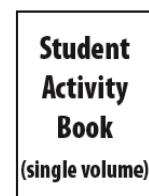
There are three kits available for a class of 24 students:

- The Kindergarten **Manipulatives Kit** includes all of the student and overhead manipulatives needed to teach the Kindergarten units.
- The Kindergarten **Manipulatives Completer Kit** includes only the materials that are new to the second edition.
- The Kindergarten **Cards Package** provides manufactured decks of the most-used card sets. (These can also be made from Masters in the Resources Binder.)



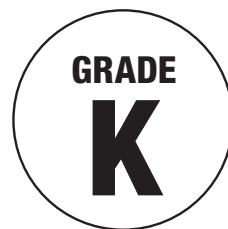
The following resources are available for students:

- **Student Activity Book** (one per student). This consumable resource with perforated sheets contains all of the pages students need, including: activity sheets, recording sheets for math games, homework sheets, and practice pages. It is available in English or Spanish.
- A **Student Math Handbook Flip Chart**. This big book illustrates math words and ideas. It is also available online and in Spanish.





# Content Scope & Sequence



**SCOTT FORESMAN**  
**Investigations**  
**IN NUMBER, DATA, AND SPACE®**



**scottforesman.com**  
**(800) 552-2259**

Copyright Pearson Education, Inc. 0606443

# Who Is in School Today?

## Mathematical Emphases

---

**① Counting and Quantity** Developing strategies for accurately counting a set of objects by ones

**Math Focus Points**

- Counting the number of students in the class
- Using the calendar to count days
- Connecting number names, numerals, and quantities
- Establishing one-to-one correspondence between equal groups (e.g., students and cubes)
- Developing strategies for accurately counting and keeping track of quantities up to the number of students in the class
- Creating an equivalent set
- Counting, creating, and representing quantities

**② Data Analysis** Sorting and Classifying

**Math Focus Points**

- Identifying attributes (e.g., color, size, and shape) and developing language to describe them
- Comparing how objects are the same and different
- Finding objects that share one attribute
- Using attributes to sort a group of objects

**③ Data Analysis** Carrying out a data investigation

**Math Focus Points**

- Collecting and keeping track of survey data
- Describing and comparing the number of pieces of data in each category
- Interpreting results of a data investigation

**④ Whole-Number Operations** Using manipulatives, drawings, tools, and notation to show strategies and solutions

**Math Focus Points**

- Exploring math manipulatives and their attributes
- Using the calendar as a tool for keeping track of time and events
- Representing quantities with pictures, numbers, objects, and/or words

**This Unit also focuses on**

- Developing language to describe shapes, position, and quantity

**Classroom Routines focus on**

- Developing strategies for counting accurately
- Considering whether order matters when you count
- Comparing quantities
- Using the calendar as a tool for keeping track of time
- Collecting, counting, representing, describing, and comparing data

Counting and Comparing (Measurement and the Number System 1)

Mathematical Emphases

**❶ Counting and Quantity** Developing strategies for accurately counting a set of objects by ones

**Math Focus Points**

- Developing strategies for accurately counting and keeping track of quantities up to 12
- Connecting number words, numerals, and quantities
- Developing visual images for quantities up to 6
- Counting backwards

**❷ Counting and Quantity** Developing the idea of equivalence

**Math Focus Points**

- Creating an equivalent set
- Considering whether order matters when you count

**❸ Linear Measurement** Understanding length

**Math Focus Points**

- Directly comparing two objects to determine which is longer
- Sorting objects into two categories according to length
- Developing language to describe and compare lengths (long, longer than, short, shorter than, the same, equal to)

**❹ Counting and Quantity** Developing an understanding of the magnitude and position of numbers

**Math Focus Points**

- Comparing two (or more) quantities to determine which is more
- Developing language for comparing quantities (more, greater, less, fewer, most, least, fewest, same, and equal to)
- Ordering quantities from least to most

**❺ Whole-Number Operations** Using manipulatives, drawings, tools, and notation to show strategies and solutions

**Math Focus Points**

- Representing quantities with pictures, numbers, objects, and/or words
- Using numerals to represent quantities
- Using a Ten-Frame to develop visual images of quantities up to 10

**Classroom Routines focus on**

- Developing strategies for counting accurately
- Considering whether order matters when you count
- Using the calendar as a tool for keeping track of time
- Collecting, counting, representing, describing, and comparing data

Assessed Benchmarks

- Count a set of up to 10 objects
- Decide which of two objects is longer
- Compare two quantities up to 10 to see which is greater

# What Comes Next? (Patterns and Functions)

## Mathematical Emphases

### ❶ Data Analysis Sorting and classifying

#### Math Focus Points

- Finding objects that share one attribute
- Using attributes to sort a group of objects
- Comparing how objects are the same and different

### ❷ Repeating Patterns Constructing, describing, and extending repeating patterns

#### Math Focus Points

- Copying, constructing, comparing, describing, and recording repeating patterns
- Determining what comes next in a repeating pattern
- Comparing repeating and nonrepeating arrangements
- Distinguishing between patterns and nonpatterns
- Constructing a variety of patterns using the same elements
- Comparing different kinds of patterns

### ❸ Repeating Patterns Identifying the unit of a repeating pattern

#### Math Focus Points

- Identifying the unit of a repeating pattern
- Counting the number of units in a repeating pattern
- Extending a repeating pattern by adding on units to the pattern

### This Unit also focuses on

- Observing and describing
- Using information to figure out what is missing
- Counting, creating, and representing quantities
- Counting 12 objects

### Classroom Routines focus on

- Developing strategies for counting accurately
- Considering whether order matters when you count
- Comparing quantities
- Using the calendar as a tool for keeping track of time
- Collecting, counting, representing, describing, and comparing data
- Determining what comes next in a repeating pattern
- Describing repeating patterns

## Assessed Benchmarks

- Copy, construct, and extend simple repeating patterns, such as AB, ABC
- Begin to identify the unit of a repeating pattern

# Measuring and Counting (Measurement and the Number System 2)

## Mathematical Emphases

### 1 Linear Measurement Understanding length and using linear units

#### Math Focus Points

- Understanding what length is
- Identifying the longest dimension of an object
- Comparing lengths of different objects
- Repeating multiple nonstandard units to quantify length
- Developing strategies for measuring the length of an object

### 2 Counting and Quantity Developing strategies for accurately counting a set of objects by ones

#### Math Focus Points

- Counting a set of objects and creating an equivalent set
- Connecting number words, numerals, and quantities
- Keeping track of a growing set of objects
- Counting spaces and moving on a gameboard
- Creating a set of a given size
- Developing and analyzing visual images for quantities up to 10

### 3 Whole-Number Operations. Making sense of and developing strategies to solve addition and subtraction problems with small numbers

#### Math Focus Points

- Finding the total after a small amount (1, 2, 3) is added to a set of up to 7
- Combining two amounts
- Modeling the action of combining and separating situations
- Separating one amount from another
- Adding or subtracting one to/from numbers up to 10
- Adding to or subtracting from one quantity to make another quantity
- Decomposing numbers in different ways
- Exploring combinations of a number (e.g., 6 is 3 and 3 and also 5 and 1)

### 4 Counting and Quantity Developing an understanding of the magnitude and position of numbers

#### Math Focus Points

- Developing an understanding of more than and fewer than
- Comparing two quantities to determine which is more

### 5 Whole-Number Operations Using manipulatives, drawings, tools, and notation to show strategies and solutions

#### Math Focus Points

- Recording measurements with pictures, numbers, and/or words
- Using numbers to represent quantities and to record how many
- Using a Ten-Frame to develop visual images of quantities up to 10
- Recording an arrangement of a quantity

### This Unit also focuses on

- Thinking strategically about moves on a gameboard

### Classroom Routines focus on

- Using the calendar as a tool for keeping track of time
- Developing strategies for counting accurately
- Considering whether order matters when you count
- Comparing quantities
- Collecting, counting, representing, describing, and comparing data
- Determining what comes next in a repeating pattern
- Describing repeating patterns

## Assessed Benchmarks

- Measure the length of an object by lining up multiple units
- Count a set of up to 15 objects
- Figure out what is one more or one fewer than a number

# Make a Shape, Build a Block (2-D and 3-D Geometry)

## Mathematical Emphases

---

**① Features of Shapes** Describing, identifying, comparing, and sorting 2-D and 3-D shapes

**Math Focus Points**

- Developing language to describe and compare 2-D and 3-D shapes and their attributes
- Relating 2-D and 3-D shapes to real-world objects
- Describing the attributes of circles and rectangles
- Describing the attributes of triangles and squares
- Exploring relationships among pattern block shapes
- Comparing the faces of different 3-D shapes and the faces of a single 3-D shape

**② Features of Shapes** Composing and decomposing 2-D and 3-D shapes

**Math Focus Points**

- Constructing 2-D shapes
- Finding combinations of shapes that fill an area
- Constructing 3-D shapes
- Combining 3-D shapes to make a given 3-D shape

**This Unit also focuses on**

- Exploring materials
- Relating 3-D objects to 2-D pictures of 3-D shapes
- Exploring Geoblocks and their attributes
- Matching a 3-D block to a 2-D outline of one of the block faces

**Classroom Routines focus on**

- Developing strategies for counting accurately
- Considering whether order matters when you count
- Comparing quantities
- Counting forward and backward
- Using the calendar as a tool for keeping track of time
- Collecting, counting, representing, describing, and comparing data
- Determining what comes next in a repeating pattern
- Describing repeating patterns

---

## Assessed Benchmarks

- Describe the overall size, shape, function, and/or features of familiar 2-D and 3-D shapes
- Construct 2-D and 3-D shapes
- Make 2-D and 3-D shapes by combining shapes

How Many Do You Have? (Addition, Subtraction, and the Number System 3)

Mathematical Emphases

**❶ Counting and Quantity** Developing strategies for accurately counting a set of objects by ones

**Math Focus Points**

- Developing and analyzing visual images for quantities up to 10
- Developing strategies for accurately counting and keeping track of quantities up to 20
- Using subsets to count a set of objects
- Counting spaces and moving on a gameboard

**❷ Whole-Number Operations** Making sense of and developing strategies to solve addition and subtraction problems with small numbers

**Math Focus Points**

- Decomposing numbers in different ways
- Finding the total after 1, 2, or 3 is added to, or subtracted from, a set
- Combining two single-digit numbers, with totals to 20
- Modeling the action of combining and separating situations
- Separating one amount from another
- Developing strategies for solving addition and subtraction story problems
- Finding combinations of five and six
- Considering combinations of a number (e.g., 6 is 3 and 3 and also 5 and 1)

**❸ Whole-Number Operations** Using manipulatives, drawings, tools, and notation to show strategies and solutions

**Math Focus Points**

- Using numbers, and/or addition notation, to describe arrangements of objects, to record how many, and to represent an addition situation
- Using numbers, pictures, and/or words to represent a quantity, measurement, or a solution to a problem

**This Unit also focuses on**

- Creating an equivalent set
- Thinking strategically about moves on a gameboard
- Repeating multiple nonstandard units to quantify length
- Counting and comparing quantities to 20 to determine which is more
- Beginning to recognize that some problems have more than one solution

**Classroom Routines focus on**

- Developing strategies for counting accurately
- Considering whether order matters when you count
- Comparing quantities
- Counting forward and backward
- Using the calendar as a tool for keeping track of time
- Collecting, counting, representing, describing, and comparing data
- Determining what comes next in a repeating pattern
- Describing repeating patterns

Assessed Benchmarks

- Write the numbers up to 10
- Count a set of up to 20 objects
- Combine two small quantities

## Sorting and Surveys (Data Analysis)

### Mathematical Emphases

---

**① Counting and Quantity** Developing strategies for accurately counting a set of objects by ones

**Math Focus Points**

- Counting and keeping track of quantities
- Matching sets with a one-to-one correspondence
- Working with two-to-one correspondence
- Counting by groups of 2

**② Data Analysis** Representing data

**Math Focus Points**

- Making a representation of a set of data
- Seeing the one-to-one correspondence between a set of data and a representation of this data set

**③ Data Analysis** Sorting and classifying

**Math Focus Points**

- Identifying the attributes of an object
- Identifying an attribute that is common to several objects
- Comparing how objects are the same and different
- Using attributes to sort a set of objects
- Grouping data into categories based on similar attributes
- Sorting a set of objects or data in different ways

**④ Data Analysis** Carrying out a data investigation

**Math Focus Points**

- Choosing a survey question with two possible responses
- Collecting and keeping track of survey data
- Interpreting results of a data investigation
- Using data to solve a problem

**This Unit also focuses on**

- Comparing two quantities to determine which is more

**Classroom Routines focus on**

- Developing strategies for counting accurately
- Considering whether order matters when you count
- Comparing quantities
- Counting forward and backward
- Using the calendar as a tool for keeping track of time
- Collecting, counting, representing, describing, and comparing data
- Determining what comes next in a repeating pattern
- Describing repeating patterns

### Assessed Benchmarks

---

- Represent a set of data
- Use data to solve a problem
- Sort a set of objects according to their attributes





## An Overview of Grade 1: 2<sup>nd</sup> Edition<sup>1</sup>

The first grade curriculum is organized into 9 units that offer from 2 to 5 weeks of work, focused on the area(s) of mathematics identified in the unit's subtitle. Because units build on each other, both within and across strands, they are designed for use in the sequence shown.

Unit Title	Number of Sessions
<b>How Many of Each?</b> Addition, Subtraction, and the Number System 1	<b>25</b>
<b>Making Shapes and Designing Quilts</b> 2-D Geometry	<b>16</b>
<b>Solving Story Problems</b> Addition, Subtraction, and the Number System 2	<b>25</b>
<b>What Would You Rather Be?</b> Data Analysis	<b>13</b>
<b>Fish Lengths and Animal Jumps</b> Measurement	<b>11</b>
<b>Number Games and Crayon Puzzles</b> Addition, Subtraction, and the Number System 3	<b>20</b>
<b>Color, Shape, and Number Patterns</b> Patterns and Functions	<b>15</b>
<b>Twos, Fives and Tens</b> Addition, Subtraction, and the Number System 4	<b>18</b>
<b>Blocks and Boxes</b> 3-D Geometry	<b>16</b>

Note that the *Investigations* curriculum assumes that each school day includes 70-75 minutes of math: one hour on the day's Session, and 10-15 minutes on the Classroom Routine. Designed to fit within the calendar of a typical school year, first grade includes a total of 159 sessions (or approximately 32 weeks of work). This provides some leeway for going further with particular ideas and/or accommodating local circumstances. Although pacing will vary somewhat in response to variations in school calendars, needs of students, your school's years of experience with the curriculum, and other local factors, following the suggested pacing and sequence will ensure that students benefit from the way mathematical ideas are introduced, developed, and revisited across the year.

---

<sup>1</sup> This document applies to the 2nd edition of *Investigations* (2008, 2012). See <http://investigations.terc.edu/CCSS/> for changes when implementing *Investigations and the Common Core Standards*.

## **An Overview of the Math in First Grade**<sup>\*</sup>

**Number and Operations: Whole Numbers** Students have repeated practice with the counting sequence, develop strategies for accurately counting a set of up to 50 objects by ones, and begin to count by groups in meaningful ways. Much of the work focuses on addition and subtraction, and on developing an understanding of these operations. Students solve story problems, compose and decompose quantities in different ways, and add and subtract single-digit numbers. By the end of the year, students are expected to count on to combine two small quantities; to subtract one small quantity from another; and to be fluent with the two-addend combinations of 10.

**Geometry** Students identify, describe, draw, and compare 2-D and 3-D shapes. The 2-D work is particularly focused on identifying and describing triangles, while the 3-D work asks students to pay particular attention to identifying a shape's faces and corners. Students also explore the relationship between 2-D and 3-D shapes as they match 2-D representations to 3-D shapes or structures. The optional *Shapes* software extends and deepens the 2-D geometry work.

**Data Analysis** Students sort related objects according to a particular attribute and describe what distinguishes one group from another. They are introduced to, discuss, and compare standard forms of representation including picture graphs, tallies, charts, and bar graphs. They carry out their own data investigation, developing a question and then collecting, representing, describing and interpreting the data.

**Measurement** Students develop a foundation of skills for accurate linear measurement. They measure both objects and distances, explore what happens when something is measured with different sized units, and learn that when something is measured twice with the same unit, the same results should be obtained.

**Patterns and Functions** Students create, describe, extend, and make predictions about repeating patterns and analyze their structure by identifying the unit. Students also work with number sequences associated with repeating patterns, and consider situations that have a constant increase.

### **Ongoing Review and Practice**

10-15 minutes per day is spent on one of five Classroom Routines. *Start With/Get To* helps students develop fluency with the counting sequence, both forward and back. During *Morning Meeting*, students count to take attendance, use the calendar as a tool for keeping track of time and events, develop time-related vocabulary as they review the daily schedule, and describe and interpret data about the weather. *Quick Images* provides practice with building mental pictures of visual images such as 2-D shapes or arrangements of squares or dots. Introduced later in the year, *Tell a Story* helps students interpret and understand standard notation, and *Quick Surveys* provides a regular opportunity to collect, record, and discuss data about themselves.

Homework is provided approximately once a week. In addition, each session includes a page for Daily Practice that can be used either for additional homework or for in-class practice. The *Student Math Handbook* illustrates important math words and ideas and can be used for review.

<sup>\*</sup> **Note:** For more detailed information on the math at this grade level, see *Mathematics in First Grade* and *Grade 1 Scope and Sequence* in *Implementing Investigations in Grade 1*.

## Over the course of first grade, students...

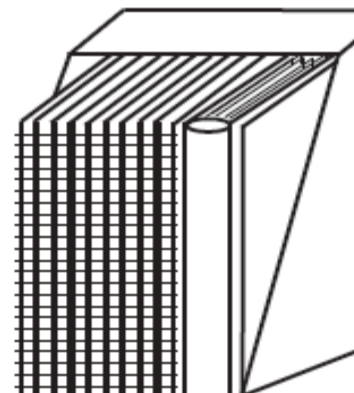
- Participate in *Start With/Get To*, a routine that involves using a number line to count forward or back from any number up to 100.
- Play games about counting, comparing, adding, and subtracting, including: *Collect 20*, *Compare & Double Compare*, *Five-in-a-Row*, *Roll and Record*, *Five-in-a-Row with Three Cards*, *Five-in-a-Row: Subtraction*, *Roll and Record: Subtraction*, *Ten Turns*.
- Solve problems like, “There are 7 vegetables on my plate. Some are peas and some are carrots. How many of each could I have?” and “There are 7 crayons. Some are red and some are blue. There are *more* red crayons. How many of each could there be?”
- Find combinations of numbers through How Many of Each? problems and activities like *Three Towers*, *Heads and Tails*, *How Many Am I Hiding?*, *Counters in a Cup*, and *Dot Addition*.
- Design and create paper quilts by repeating squares made of combinations of triangles and squares.
- Investigate the area of their feet by counting and comparing the number of tiles, pennies, and beans that it takes to cover an outline of their shoe.
- Cut a horizontal number line into rows of 10, to make a 100 chart.
- Collect and represent data about whether their peers would rather be an eagle or a whale, and about the ages of their classmates and their siblings.
- Measure paper fish to determine which are “keepers”.
- Solve problems like, “If the Penny Jar has 3 pennies in it, and we add 2 each day, how many pennies will we have after 5 days?”
- Investigate “Mystery Boxes” and use 2-D pieces to make 3-D boxes.
- Make 2-D drawings of 3-D objects such as Geoblocks or buildings.
- Make a Geoblock town and give directions through it (e.g. to get from the school to the library, go north 1 block and then 3 blocks east)
- Play games like *Make 10*, *Tens Go Fish*, *Ten Plus* that help them develop fluency with the combinations of 10.
- Begin to make sense of counting by groups through contexts (e.g. hands, fingers, and squares that come in 1s, 2s, and 5s) and games (e.g. *Roll Tens*) that involve equal groups.

## The Components

In order to teach the first grade curriculum, a teacher needs the Core Curriculum Package, Student Activity Books, and the first grade manipulatives. The following section describes all of the components available at first grade:

The **Core Curriculum Package** at Grade 1. This includes:

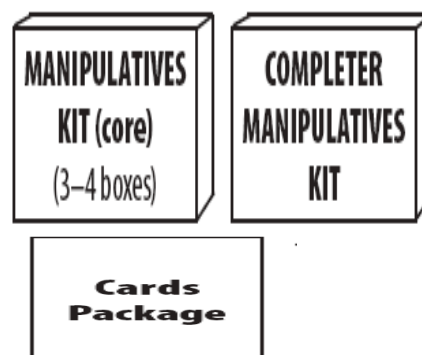
- the nine **curriculum units** listed above.
- **Implementing Investigations in Grade 1**. This book helps teachers get started and provides useful ongoing support.
- a **Resources Binder**. Available in English or Spanish, this contains all of the transparencies and masters (e.g. assessment masters, game directions, family letters), in hard copy and on a CD. It also includes the *Shapes* software, used in the Grade 1 2-D Geometry unit.



Also available separately: a **Spanish Teaching Companion** that presents vocabulary and teacher dialogue in Spanish, and an **Answer Key**.

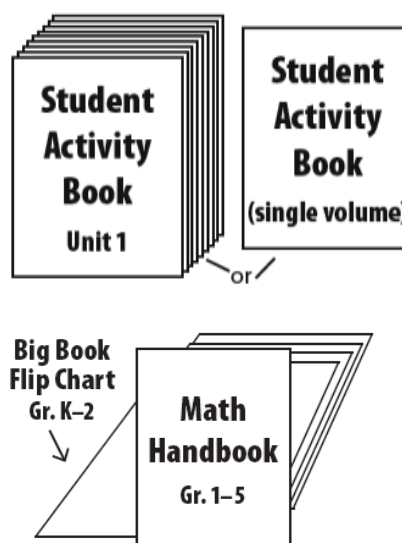
There are three kits available for a class of 24 students:

- The Grade 1 **Manipulatives Kit** includes all of the student and overhead manipulatives needed to teach the first grade units.
- The Grade 1 **Manipulatives Completer Kit** includes only the materials that are new to the second edition.
- The Grade 1 **Cards Package** provides manufactured decks of the most-used card sets. (These can also be made from Masters in the Resources Binder.)



The following resources are available for students:

- **Student Activity Book(s)** for each student. Available by unit or for the whole year, this consumable resource with perforated sheets contains all of the pages students need, including: activity sheets, recording sheets for math games, homework sheets, and practice pages. It is available in English or Spanish.
- **Student Math Handbooks** for each student and/or several for the classroom. This hardcover book, which illustrates math words and ideas and provides game directions, is also available online, as a **Flip Chart**, and in Spanish.



# Content Scope & Sequence

GRADE

1

SCOTT FORESMAN

# Investigations

IN NUMBER, DATA, AND SPACE®



scottforesman.com  
(800) 552-2259

Copyright Pearson Education, Inc. 0606443

# How Many Of Each? (Addition, Subtraction, and the Number System 1)

## Mathematical Emphases

**① Counting and Quantity** Developing strategies for accurately counting a set of objects by ones

**Math Focus Points**

- Counting a set of up to 20 objects by ones
- Practicing the rote counting sequence forward and backward, from 1 to 30
- Connecting number names and written numbers to the quantities they represent
- Developing and analyzing visual images for quantities up to 10

**② Counting and Quantity** Developing an understanding of the magnitude and position of numbers

**Math Focus Points**

- Ordering a set of numbers and quantities up to 12
- Comparing two quantities up to 20 to see which is larger
- Developing an understanding of how the quantities in the counting sequence are related: each number is 1 more or 1 less than the number before or after it

**③ Number Composition** Composing numbers up to 10 with 2 addends

**Math Focus Points**

- Finding and exploring relationships among combinations of numbers up to 10
- Recording combinations of two numbers that make a certain total
- Solving a problem with multiple solutions
- Solving a problem in which the total and one part are known

**④ Whole-Number Operations** Making sense of and developing strategies to solve addition problems with small numbers

**Math Focus Points**

- Visualizing and retelling the action in an addition situation
- Modeling the action of an addition problem with counters or drawings
- Finding the total of two or more quantities up to a total of 20 by counting all, counting on, or using number combinations
- Seeing that adding the same two numbers (e.g., 4 and 3) results in the same total, regardless of context (e.g., number cubes, cards, objects)

**⑤ Whole-Number Operations** Using manipulatives, drawings, tools, and notation to show strategies and solutions

**Math Focus Points**

- Using the number line as a tool for counting
- Introducing standard notation for comparing quantities (greater than, less than, and equal to)
- Introducing and using standard notation (1 and 5) to represent addition situations
- Recording a solution to a problem
- Representing number combinations with numbers, pictures, and/or words

**This Unit also focuses on**

- Exploring the characteristics of cubes, pattern blocks, Geoblocks, and Power Polygons

**Classroom Routines focus on**

- Developing strategies for counting accurately
- Using the calendar as a tool for keeping track of time
- Developing vocabulary to talk about time (morning, noon, midday, afternoon, etc.) and sequence (first, next, last, before, after, and so on)
- Collecting and recording data
- Estimating quantities up to about 30
- Adding or subtracting small amounts to/from a familiar number
- Connecting written numbers and number names
- Using the number line as a tool for counting
- Practicing the rote counting sequence forward and backward
- Developing and analyzing visual images for quantities up to 10
- Recreating an arrangement of objects
- Finding the total of two or more single-digit quantities

## Assessed Benchmarks

- Count a set of up to 20 objects
- Compare and order quantities up to 12
- Combine two small quantities
- Interpret (retell the action and sequence) and solve addition story problems
- Find more than one combination of two addends for a number up to 10 (e.g., 7 is 4 and 3 and is also 5 and 2)

# Making Shapes and Designing Quilts (2-D Geometry)

## Mathematical Emphases

---

### ① Features of Shape Describing, identifying, and comparing 2-D shapes

#### Math Focus Points

- Noticing shapes in the environment
- Describing, comparing, and naming 2-D shapes
- Developing visual images of and language for describing 2-D shapes
- Identifying common attributes of a group of shapes
- Identifying characteristics of triangles and quadrilaterals
- Identifying and making triangles and quadrilaterals of different shapes and sizes
- Recognizing that there are many types of quadrilaterals (e.g., rectangles, trapezoids, squares, rhombi)

### ② Features of Shape Composing and decomposing 2-D shapes

#### Math Focus Points

- Covering a region without gaps or overlaps using multiple shapes
- Decomposing shapes in different ways
- Finding different combinations of shapes that fill the same area
- Examining how shapes can be combined to make other shapes
- Altering designs to use more or fewer pieces to cover the same space
- Seeing relationships between squares and triangles

### This Unit also focuses on

- Counting a set of objects
- Finding the sum of multiple addends
- Using a repeated unit to create a pattern
- Seeing how changing the unit affects the whole pattern

### Classroom Routines focus on

- Developing strategies for counting accurately
- Using the calendar as a tool for keeping track of time
- Developing vocabulary to talk about time (morning, noon, midday, afternoon, etc.) and sequence (first, next, last, before, after, during, and so on.)
- Collecting and recording data
- Estimating quantities up to about 30
- Adding or subtracting small amounts to/from a familiar number
- Connecting written numbers and number names
- Using the number line as a tool for counting
- Practicing the rote counting sequence forward and backward
- Identifying names and attributes of 2-D shapes

## Assessed Benchmarks

---

- Fill a given region in different ways with a variety of shapes
- Use geometric language to describe and identify important features of familiar 2-D shapes
- Identify and describe triangles
- Describe and sort 2-D shapes
- Compose and decompose shapes

# Solving Story Problems (Addition, Subtraction, and the Number System 2)

## Mathematical Emphases

### ① Number Combinations Composing numbers up to 15 with two or more addends

#### Math Focus Points

- Finding as many 2-addend combinations of a number as possible
- Proving that all of the possible combinations have been found
- Solving a problem in which the total and one part are known
- Finding and exploring relationships among combinations of numbers up to 15
- Developing the strategy of counting on

### ② Whole-Number Operations Making sense of and developing strategies to solve addition and subtraction problems with small numbers

#### Math Focus Points

- Developing counting on as a strategy for combining two numbers
- Visualizing and retelling the action in addition and subtraction situations involving removal
- Finding the total of two or more quantities up to a total of 20 by counting all, counting on, or using number combinations
- Estimating whether an amount is more or less than a given quantity
- Modeling the action of an addition or subtraction (removal) problem with counters or drawings
- Subtracting one number from another, with initial totals of up to 12
- Developing strategies for solving addition and subtraction (removal) problems
- Seeing that subtracting the same two numbers (e.g., 6 from 10) results in the same difference regardless of context (e.g., number and dot cubes, cards, objects)

### ③ Number Composition Representing numbers by using equivalent expressions

#### Math Focus Point

- Generating equivalent expressions for a number

### ④ Counting and Quantity Developing strategies for accurately counting a set of objects by ones

#### Math Focus Points

- Practicing the rote counting sequence forward and backward, starting from any number 1–60
- Developing and analyzing visual images for quantities
- Accurately counting a set of objects by ones, up to 60
- Practicing the oral counting sequence from 1 to 100
- Writing the sequence of numbers (as high as students know)
- Identifying and using patterns in the sequence of numbers to 100

### ⑤ Whole-Number Computation Using manipulatives, drawings, tools, and notation to show strategies and solutions

#### Math Focus Points

- Recording solutions to a problem
- Using numbers and standard notation (+, −, =) to record
- Connecting written numbers and standard notation (+, −, =) to the quantities and actions they represent
- Using the equal sign to show equivalent expressions
- Using the number line as a tool for counting
- Developing methods for recording addition and subtraction (removal) strategies
- Seeing the 100 chart as a representation of the counting numbers to 100

### This Unit also focuses on

- Considering attributes that can be measured (i.e., length, perimeter, area)
- Measuring area by filling an outline with same-sized objects
- Recording, organizing, and interpreting numerical information
- Considering the relationship between the size of an object with the number of objects it takes to cover a shape

### Classroom Routines focus on

- Using the calendar as a tool for keeping track of time
- Collecting and recording data
- Connecting written numbers and number names
- Using the number line as a tool for counting
- Practicing the forward and backward counting sequences with numbers up to 60
- Developing and analyzing visual images for quantities
- Recreating an arrangement of objects
- Finding the total of two or more single-digit quantities
- Exploring relationships among combinations
- Finding the total of two or more equal groups

## Assessed Benchmarks

- Find at least five combinations of two addends for a number up to 15
- Combine two small quantities
- Interpret (retell the action and sequence) and solve addition and subtraction story problems
- Subtract one small quantity from another
- Represent numbers by using equivalent expressions
- Count a set of 40 to 50 objects
- Rote count, read, and write numbers to 65



# What Would You Rather Be? (Data Analysis)

## Mathematical Emphases

### 1 Data Analysis Sorting and classifying

**Math Focus Points**

- Describing attributes of objects
- Using attributes to sort a set of objects
- Looking carefully at a group of objects to determine how they have been sorted

### 2 Data Analysis Representing data

**Math Focus Points**

- Making a representation to communicate the results of a survey
- Making sense of data representations, including pictures, bar graphs, tallies, and Venn diagrams
- Comparing what different representations communicate about a set of data
- Using equations to show how the sum of the responses in each category equals the total responses collected
- Organizing data in numerical order

### 3 Data Analysis Describing data

**Math Focus Points**

- Describing and comparing the number of pieces of data in each category or at each value and interpreting what the data tell you about the group
- Understanding that the sum of the pieces of data in all the categories equals the number of people surveyed
- Using data to compare how two groups are similar or different

### 4 Data Analysis Designing and carrying out a data investigation

**Math Focus Points**

- Interpreting results of a data investigation
- Choosing a survey question
- Making a plan for gathering data
- Collecting and keeping track of survey data

**Classroom Routines focus on**

- Developing strategies for counting accurately
- Using the calendar as a tool for keeping track of time
- Developing vocabulary to talk about time (morning, noon, midday, afternoon, etc.) and sequence (first, next, last, before, after, etc.)
- Collecting and recording data
- Making sense of a variety of representations of data
- Connecting written numbers and number names
- Using the number line as a tool for counting
- Using the 100 chart as a tool for counting
- Practicing the forward and backward counting sequences with numbers up to 60
- Developing and analyzing visual images for quantities
- Identifying and naming coins

## Assessed Benchmarks

- Sort a group of objects according to a given attribute
- Represent a set of data with two categories
- Interpret a variety of data representations with two categories
- Describe a set of data, including how many are in each group, which group is greater, and how many people responded to the survey

# Fish Lengths and Animal Jumps (Measurement)

## Mathematical Emphases

### 1 Linear Measurement Understanding length

#### Math Focus Points

- Understanding what length is and how it can be measured
- Measuring lengths using different-sized units
- Identifying the longest dimension of an object
- Comparing lengths to determine which is longer
- Identifying contexts in which measurement is used
- Understanding the meaning of at least in the context of linear measurement

### 2 Linear Measurement Using linear units

#### Math Focus Points

- Developing accurate measurement techniques
- Describing measurements that are in between whole numbers of units
- Understanding that measurements of the same length should be the same when they are measured twice or by different people using the same unit
- Understanding that measuring an object using different-length units will result in different measurements
- Measuring length by iterating a single unit

### 3 Linear Measurement Measuring with standard units

#### Math Focus Point

- Using inch tiles to measure objects in inches

### This Unit also focuses on

- Solving story problems about comparing lengths
- Classroom Routines focus on
- Developing strategies for counting accurately
- Using the calendar as a tool for keeping track of time
- Developing vocabulary to talk about time (morning, noon, midday, afternoon, etc.) and sequence (first, next, last, before, after, and so on)
- Collecting and recording data
- Connecting written numbers and number names
- Using the 100 chart as a tool for counting
- Practicing the forward and backward counting sequences with numbers up to 60
- Developing and analyzing visual images for quantities
- Identifying and naming coins
- Collecting, counting, representing, describing, and comparing data
- Interpreting different representations of data including: pictures, bar graphs, tallies, and Venn diagrams

## Assessed Benchmarks

- Demonstrate accurate measuring techniques when measuring a distance with nonstandard or standard units. These techniques include starting at the beginning, ending at the end, leaving no gaps or overlaps, measuring in a straight line, and keeping track of the number of units.
- Know at least one way of describing a measurement that falls between two whole numbers
- Understand that the same results should be obtained when the same object is measured twice, or when two different people measure the same object (using the same unit)
- Understand that using different-sized units will result in different numbers

Number Games and Crayon Puzzles (Addition, Subtraction, and the Number System 3)

Mathematical Emphases

❶ Number Composition Composing numbers up to 20 with 2 or more addends

Math Focus Points

- Developing fluency with the 2-addend combinations of 10
- Finding relationships among different combinations of numbers up to 20
- Using  $5 + 5$  to reason about other combinations of 10
- Finding as many 2-addend combinations of a number as possible
- Trying to prove that all the possible 2-addend combinations of a number have been found

❷ Whole-Number Operations Making sense of and developing strategies to solve addition and subtraction problems with small numbers

Math Focus Points

- Solving related story problems
- Solving a problem in which the total and one part are known
- Adding 2 or more single-digit numbers
- Visualizing, retelling, and modeling the action in addition and subtraction (removal) situations
- Subtracting one number from another, with initial totals of up to 12
- Developing strategies for solving addition and subtraction story problems
- Solving addition and subtraction story problems

❸ Representing Mathematical Thinking Using manipulatives, drawings, tools, and notation to show strategies and solutions

Math Focus Points

- Using numbers and standard notation ( $+$ ,  $-$ ,  $=$ ) to record
- Developing strategies for recording solutions to story problems

This Unit also focuses on

- Generating equivalent expressions for a number
- Develop strategies for counting and combining groups of dots
- Reasoning about more, less, and equal amounts
- Finding a solution that fits several clues

Classroom Routines focus on

- Developing strategies for counting accurately
- Using the calendar as a tool for keeping track of time
- Developing vocabulary to talk about time (morning, noon, midday, afternoon, etc.) and sequence (first, next, last, before, after, etc.)
- Collecting and recording data
- Estimating quantities up to about 30
- Adding or subtracting small amounts to/from a familiar number
- Investigating numbers that can (and cannot) be made into groups of two
- Counting, describing, and comparing data
- Making sense of a variety of representations of data
- Connecting written numbers and number names
- Using the 100 chart as a tool for counting
- Using the number line as a tool for counting
- Practicing the forward and backward counting sequences with numbers up to 100
- Developing and analyzing visual images for quantities
- Finding the total of two or more single-digit quantities
- Developing fluency with the addition combinations that make 10
- Using known combinations (i.e., combinations that make 10) to combine numbers
- Using standard notation ( $+$ ,  $-$ ,  $=$ ) to write equations
- Collecting, counting, representing, describing, and comparing data
- Interpreting different representations of data including: pictures, bar graphs, tallies, and Venn Diagrams

Assessed Benchmarks

- Find at least five 2-addend combinations of 10
- Combine two small quantities by at least counting on
- Interpret (retell the action and sequence) and solve addition and subtraction story problems
- Subtract one small quantity from another

## Mathematical Emphases

### ❶ Repeating Patterns Constructing, describing, and extending repeating patterns

#### Math Focus Points

- Identifying what comes next in a repeating pattern
- Using the word pattern to describe some kind of regularity in a sequence

### ❷ Repeating Patterns Identifying the unit of a repeating pattern

#### Math Focus Points

- Representing a repeating unit in more than one way (for example, representing a red–blue–red–blue cube pattern with the movements clap–slap knees–clap–slap knees)
- Comparing repeating and nonrepeating sequences
- Describing a repeating pattern as a sequence built from a part that repeats over and over called the unit
- Identifying the unit of a repeating pattern
- Extending a repeating pattern by adding on units to the pattern
- Identifying what comes several steps beyond the visible part of a repeating pattern
- Comparing repeating patterns that have the same structure (for example, ABC), but different elements (for example, red–blue–green and yellow–orange–black)
- Comparing repeating patterns that have the same length of unit, but different structures (for example, red–blue–green and red–red–blue both have 3-element units)

### ❸ Number Sequences Constructing, describing, and extending number sequences with constant increments generated by various contexts

#### Math Focus Points

- Associating counting numbers with elements of a repeating pattern
- Determining the element of a repeating pattern associated with a particular counting number
- Determining and describing the number sequence associated with one of the elements in the unit of a repeating pattern (e.g., the numbers associated with B in an AB pattern are 2, 4, 6, 8 . . .)
- Modeling a constant rate of increase with concrete materials
- Describing how a number sequence represents a situation with a constant rate of change
- Extending a number sequence associated with a situation with a constant rate of change
- Determining how and why the same number sequences can be generated by different contexts

#### Classroom Routines focus on

- Developing strategies for counting accurately
- Using the calendar as a tool for keeping track of time
- Developing vocabulary to talk about time (morning, noon, midday, afternoon, etc.) and sequence (first, next, last, before, after, etc.)
- Collecting and recording data
- Naming and telling time to the hour on digital and analog clocks
- Associating times on the hour with daily events
- Connecting written numbers and number names
- Using the 100 chart as a tool for counting
- Using the number line as a tool for counting
- Practicing the forward and backward counting sequences with numbers up to 100
- Connecting standard notation (+, −, =) to the actions and relationships they represent
- Creating a story problem for a given expression
- Developing strategies for adding and subtracting small numbers
- Solving related problems
- Collecting, counting, representing, describing, and comparing data
- Interpreting different representations of data including: pictures, bar graphs, tallies, and Venn diagrams

## Assessed Benchmarks

- Construct, describe, and extend a repeating pattern with the structure AB, ABC, AAB, or ABB
- Identify the unit of a repeating pattern for patterns with the structure AB or ABC
- Describe how various AB or ABC patterns are alike (e.g., How is a red–blue pattern like a yellow–green pattern?)
- Determine what comes several steps beyond the visible part of an AB, ABC, AAB, or ABB repeating pattern
- Construct, extend, and describe a pattern that has a constant increase for the sequences 1, 3, 5, ...; 2, 4, 6, ...; 1, 4, 7, ...; 2, 5, 8, ...; and 3, 6, 9, ... through counting and building

Twos, Fives, and Tens (Addition, Subtraction, and the Number System 4)

Mathematical Emphases

**❶ Counting and Quantity** Developing strategies for accurately counting a set of objects by ones and by groups

**Math Focus Points**

- Counting and keeping track of amounts up to 60
- Counting on from a known quantity
- Organizing objects to count them more efficiently
- Identifying and using patterns in the number sequence and on the 100 chart
- Identifying, reading, writing, and sequencing numbers to 100 and beyond
- Counting and combining things that come in groups of 1, 2, 4, 5, and 10
- Counting by 2s, 5s, and 10s
- Exploring a 2:1 (the number of hands in a group of people) and a 5:1 relationship (the number of fingers and hands in a group)
- Counting by numbers other than 1
- Developing strategies for organizing sets of objects so that they are easy to count and combine
- Developing meaning for counting by groups of 10

**❷ Whole-Number Operations** Using manipulatives, drawings, tools, and notation to show strategies and solutions

**Math Focus Points**

- Using addition notation (+, =) to record
- Recording strategies for counting and combining
- Considering notation for equivalent expressions (e.g.,  $7 + 8 = 10 + 5$ )

**❸ Computational Fluency** Knowing addition combinations of 10

**Math Focus Points**

- Developing fluency with the 2-addend combinations of 10
- Solving a problem in which the total (10) and one part are known

**This Unit also focuses on**

- Adding single-digit numbers
- Thinking about numbers to 20 in terms of how they relate to 10 (e.g.,  $10 + \underline{\hspace{1cm}}$  or  $< 10$ )
- Determining equivalent expressions for a given expression (e.g.,  $7 + 8 = 10 + \underline{\hspace{1cm}}$ )
- Considering a 2-digit number as tens and ones

**Classroom Routines focus on**

- Developing strategies for counting accurately
- Using the calendar as a tool for keeping track of time
- Developing vocabulary to talk about time (morning, noon, midday, afternoon, etc.) and sequence (first, next, last, before, after, etc.)
- Collecting and recording data
- Naming and telling time to the hour on digital and analog clocks
- Associating times on the hour with daily events
- Connecting written numbers and number names
- Using the 100 chart as a tool for counting
- Using the number line as a tool for counting
- Practicing the forward and backward counting sequences with numbers up to 100
- Counting by 5s and 10s
- Connecting standard notation (+, −, =) to the actions and relationships they represent
- Creating a story problem for a given expression
- Developing strategies for adding and subtracting small numbers
- Solving related problems
- Developing and analyzing visual images for quantities
- Finding the total of two or more single-digit quantities

Assessed Benchmarks

- Identify, read, write, and sequence numbers to 105
- Begin to count by groups in meaningful ways
- Gain fluency with the 2-addend combinations of 10

# Blocks and Books (3-D Geometry)

## Mathematical Emphases

### ① Features of Shape Describing and comparing 2-D and 3-D shapes

#### Math Focus Points

- Developing vocabulary to describe 3-D shapes and their attributes
- Comparing size, shape, and orientation of objects
- Identifying the characteristics of 3-D objects by touch
- Describing a rectangular prism
- Comparing rectangular prisms
- Observing and describing characteristics of 3-D shapes
- Recognizing shapes in the world
- Describing 3-D structures

### ② Features of Shape Exploring the relationships between 2-D and 3-D shapes

#### Math Focus Points

- Matching a 3-D object to a 2-D outline of one of its faces
- Matching a 3-D object to a 2-D picture of the object
- Making 3-D objects out of 2-D pieces
- Making a 2-D representation of a 3-D object or structure
- Building a 3-D construction from a 2-D representation

### This Unit also focuses on

- Relating the size and shape of an object to its use
- Planning a geometric structure with limited space and materials
- Visualizing and estimating the paces and turns required to follow a particular path
- Giving, following, and recording directions for following a path
- Counting and adding to compare the distances of different paths

### Classroom Routines focus on

- Developing strategies for counting accurately
- Using the calendar as a tool for keeping track of time
- Developing vocabulary to talk about time (morning, noon, midday, afternoon, and so on) and sequence (first, next, last, before, after, and so on)
- Collecting and recording data
- Counting, describing, and comparing data
- Estimating quantities up to about 30
- Adding or subtracting small amounts to/from a familiar number
- Investigating numbers that can (and cannot) be made into groups of two
- Making sense of a variety of representations of data
- Naming and telling time to the hour on digital and analog clocks
- Associating times on the hour with daily events
- Developing visual images of, and language for describing, 2-D shapes
- Identifying names and attributes of 2-D shapes
- Collecting, counting, representing, describing, and comparing data
- Interpreting different representations of data, including pictures, bar graphs, tallies, and Venn diagrams
- Connecting standard notation (+, -, =) to the actions and relationships they represent
- Creating a story problem for a given expression
- Developing strategies for adding and subtracting small numbers
- Solving related problems

## Assessed Benchmarks

- Attend to features of 3-D shapes, such as overall size and shape, the number and shape of faces, and the number of corners
- Match a 2-D representation to a 3-D shape or structure

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**



## TEACHER CERTIFICATION POLICY

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.



Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15<sup>th</sup> immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



DETROIT ACHIEVEMENT ACADEMY IS A FREE PUBLIC CHARTER SCHOOL THAT WILL USE THE CULTURALLY AND HISTORICALLY RICH LANDSCAPE OF DETROIT, MICHIGAN AS THE INSPIRATION FOR A PROJECT-BASED LEARNING EXPERIENCE FOR ITS STUDENTS. DETROIT ACHIEVEMENT ACADEMY WILL SET HIGH EXPECTATIONS FOR ITS STUDENTS IN ALL AREAS OF THEIR LIFE AND WILL ENCOURAGE EACH STUDENT AS THEY EXPLORE THEIR CREATIVITY, DEVELOP CRITICAL THINKING SKILLS, AND CULTIVATE A SENSE OF GLOBAL CITIZENSHIP AND PERSONAL AND CIVIC RESPONSIBILITY.

DETROIT ACHIEVEMENT ACADEMY WILL OPEN FALL 2012 WITH 100 STUDENTS IN KINDERGARTEN AND FIRST GRADE AND WILL ADD A GRADE LEVEL ANNUALLY.

## **POSITION: Founding Principal**

### **POSITION OVERVIEW:**

The founding principal at Detroit Achievement Academy is responsible for leading and developing a dynamic faculty who will set high expectations for our students and will support our students as they work toward and meet these expectations. The Founding Principal, in collaboration with the Executive Director, will set an innovative vision for student and faculty achievement and will strategically implement the school's mission through effective leadership of and engagement with all stakeholders, including faculty, staff, students, parents, and our community. The principal is responsible for managing and overseeing Detroit Achievement Academy's instructional program and school environment. The principal reports to the Executive Director of Detroit Achievement Academy and receives support from the Executive Director and Office Manager of Detroit Achievement Academy.

The founding principal at Detroit Achievement Academy will attend the Expeditionary Learning National Conference June 17th-21st, 2013 and participate in 20+ development days during Spring/Summer 2013. The founding principal will begin work with Detroit Achievement Academy in April 2013 or when they become available.

### **PRIMARY RESPONSIBILITIES:**

- Develop and implement an innovative, high-quality, creative educational program, that sets high expectations for every student
- Hire, lead and manage a dynamic, forward-thinking, and driven staff and faculty team to deliver exceptional results for every student. This team shall function as an extraordinarily effective, collaborative team of people jointly responsible for the attainment of school goals and committed to a high level of achievement from every student
- Set ambitious school goals for student achievement and performance and hold staff members accountable for achieving results
- Build and foster relationships with all Detroit Achievement Academy stakeholders including students, staff, faculty, families, funders, board members, the school district, our neighborhood, and the greater Detroit community
- Foster a welcoming school climate that supports both student and staff success
- Manage student behavior and oversee all disciplinary actions
- Promote a culture of continuously improving teaching practice through professional development and collaborative planning amongst the faculty and staff
- Coach, develop and grow leaders from within the organization, giving opportunities for staff to develop new skills, develop their own leadership and improve their craft
- Use data to inform practice and drive decision-making and instruction at the school
- Ensure compliance of all local, state, and federal laws and regulations

## QUALIFICATIONS:

- Bachelor's Degree (required); Master's Degree (preferred)
- A minimum of 4-5 years teaching in a low income school with demonstrated exemplary results
- At least two years of leadership in a low income school with demonstrated exemplary results
- Ability to evaluate instructional programs and teaching effectiveness and articulate these evaluation criteria to all stakeholders.

## OUR IDEAL CANDIDATE:

- Believes that great teaching can transform the world
- Is a strategic thinker and proactive, creative problem-solver
- Believes that all students can achieve at the highest levels, regardless of demography
- Can effectively balance the larger vision and plan for the school with ensuring the day-to-day operations are sound
- Thrives in a forward-thinking, changing, and continually growing environment
- Is a team player
- Possesses the ability to effectively manage instructional and non-instructional personnel
- Is not afraid to take risks to do what is best for students
- Has excellent communication, public relations, and interpersonal skills
- Is knowledgeable and/or experienced in the selection, training, and supervision of personnel

## WHAT IT MEANS TO WORK AT DETROIT ACHIEVEMENT ACADEMY:

- Being an active participant as we develop our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Getting your hands dirty in our organic farm
- 8 hour class days in a building open for students 12 hours a day
- Working hard to provide results for our students
- Working with a diverse student body
- Welcoming visitors who are interested our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Achievement Academy
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Achievement Academy
- Being supported by your peers and the Principal, Executive Director, and Board

**TO APPLY, SUBMIT A COVER LETTER AND RESUME TO: [CAREERS@DETROITACHIEVEMENT.ORG](mailto:CAREERS@DETROITACHIEVEMENT.ORG)**

*Detroit Achievement Academy is dedicated to equal employment opportunities and fair labor practices. Detroit Achievement Academy provides equal employment opportunities to all individuals based on job-related qualifications, and the ability to perform a job without regard to gender, age, race, color, religion, national origin, sexual orientation, veteran status, marital status, or disability. It is our policy to maintain a non-discriminatory environment free from intimidation, harassment or bias based upon these grounds.*



DETROIT ACHIEVEMENT ACADEMY IS A FREE PUBLIC CHARTER SCHOOL THAT WILL USE THE CULTURALLY AND HISTORICALLY RICH LANDSCAPE OF DETROIT, MICHIGAN AS THE INSPIRATION FOR A PROJECT-BASED LEARNING EXPERIENCE FOR ITS STUDENTS. DETROIT ACHIEVEMENT ACADEMY WILL SET HIGH EXPECTATIONS FOR ITS STUDENTS IN ALL AREAS OF THEIR LIFE AND WILL ENCOURAGE EACH STUDENT AS THEY EXPLORE THEIR CREATIVITY, DEVELOP CRITICAL THINKING SKILLS, AND CULTIVATE A SENSE OF GLOBAL CITIZENSHIP AND PERSONAL AND CIVIC RESPONSIBILITY.

DETROIT ACHIEVEMENT ACADEMY WILL OPEN FALL 2013 WITH 100 STUDENTS IN KINDERGARTEN AND FIRST GRADE AND WILL ADD A GRADE LEVEL ANNUALLY.

## **POSITION: Founding Classroom Teacher**

### **POSITION OVERVIEW:**

A founding teacher at Detroit Achievement Academy is responsible for the education of each student assigned to his or her class, and is responsible for working with students, parents, other teachers and staff, and the Principal towards achieving the mission and goals of Detroit Achievement Academy. A Classroom Teacher is responsible for teaching all core academic disciplines including language arts, social studies, science and mathematics. Classroom Teachers report to the Principal.

A founding classroom teacher at Detroit Achievement Academy will attend a Expeditionary Learning Conference and participate in 20+ development days during Summer 2013. A founding classroom teacher will begin work with Detroit Achievement Academy in May 2013 or when they become available.

### **PRIMARY RESPONSIBILITIES:**

#### **Curriculum/Instruction**

- Implement the principles and components of Expeditionary Learning and the Responsive Classroom model. Teachers in their first year at Detroit Achievement Academy are expected to commit to learning these models by attending various professional development meetings and conferences held throughout the summer and school year.
- Work with the Instructional Guide to plan two interdisciplinary learning expeditions per year using an agreed upon framework. Expeditions should be designed to teach core grade level content and skills and should be anchored by authentic and well-designed projects. Expeditions should also include meaningful fieldwork and service opportunities.
- Work with inclusion staff to plan for and meet the needs of students with Individual Education Plans(IEPs) and English Language Learners (ELLs). Differentiate instruction and provide accommodations and supports as needed. Actively seek to improve knowledge and skills to better address the needs of special education students and ELLs.
- Implement a balanced literacy program that includes daily instruction and practice in reading and writing. As appropriate to the grade level and needs of individual students, implement the strategies and structures of Guided Reading. Support student literacy(reading, writing, speaking, listening) across the curriculum.
- Incorporate diversity issues and multi-cultural content into curriculum and instruction throughout the year in big and small ways. Ensure that all students see their culture(s) represented in curriculum and materials.
- Develop and revise clear criteria and standards for quality work and regularly examine student work to ensure that it meets increasingly higher standards of quality.

## **PRIMARY RESPONSIBILITIES (CONTINUED):**

### **Assessment/Accountability**

- Conduct ongoing assessment of student work using multiple assessment tools including anecdotal records, performance assessments with rubrics, exams, and individualized assessments as appropriate. Use assessment data to plan for instruction and to set short and long-range goals. Ensure collection and submission of data.
- Regularly analyze student data to improve instruction, insure equity and make program recommendations and improvements.

### **Social Curriculum/School Culture**

- Create and maintain a physically and emotionally safe environment for students. Communicate respectfully to students at all times. Model, practice and discuss respectful, unbiased and effective communication with students.
- Uphold and support the school-wide discipline policies. Document serious and less serious infractions to the policies and seek help and support from colleagues and administrators when discipline concerns arise.
- Structure a classroom environment that is developmentally appropriate, student-centered, print-rich and well organized. Involve students in the care and maintenance of the room.

### **Collaboration, Collegiality and Professionalism**

- Meet and plan at least weekly as a grade level to ensure consistency of program and curriculum implementation.
- Seek to resolve conflicts with colleagues as soon as they arise. Seek support from the Principal when needed.
- Make classrooms open to visits from other teachers, administrators, family members, prospective families and visitors to the school in ways that are not disruptive to student learning. Involve students in welcoming visitors and communicating about the program.

### **Professional Development**

- Participate in weekly Professional Development meetings and contribute to sessions by sharing ideas and student work, offering feedback, and facilitating some sessions or discussions.
- Participate in a two-week summer professional development before students begin in the fall.

### **Parent Communication and Involvement**

- Conduct conferences with parents 3 times per year for the purpose of sharing assessments and student work and making recommendations. Support students in sharing work with their parents.
- Keep parents informed about classroom activities and units of study through on-going communication that includes weekly or bi-weekly newsletters and regular updates.
- Support parents in understanding the instructional approach at Detroit Achievement Academy through regular communication. Assist with planning and facilitating at least one parent workshop per year.

## PRIMARY RESPONSIBILITIES (CONTINUED):

### Other Professional Responsibilities

- Attend and participate in school events. Teachers will be asked to attend at least two community meetings or events per year.
- Check voicemail and e-mail daily and respond promptly to requests from parents, administrators and colleagues.
- Supervise students during lunch and recess times according to an agreed upon schedule.

## OUR IDEAL CANDIDATE:

- Believes that great teaching can transform the world
- Is a strategic thinker and proactive, creative problem-solver
- Believes that all students can achieve at the highest levels, regardless of demography
- Can effectively balance the larger vision and plan for the school with ensuring the day-to-day operations are sound
- Thrives in a forward-thinking, changing, and continually growing environment
- Is a team player
- Possesses the ability to effectively manage instructional and non-instructional personnel
- Is not afraid to take risks to do what is best for students
- Has excellent communication, public relations, and interpersonal skills
- Is knowledgeable and/or experienced in the selection, training, and supervision of personnel

## QUALIFICATIONS:

- Bachelor's Degree (required); Master's Degree (preferred)
- A current teaching certificate

## WHAT IT MEANS TO WORK AT DETROIT ACHIEVEMENT ACADEMY:

- Being an active participant as we develop our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Getting your hands dirty in our organic farm
- 8 hour class days in a building open for students 12 hours a day
- Working hard to provide results for our students
- Working with a diverse student body
- Welcoming visitors who are interested our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Achievement Academy
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Achievement Academy
- Being supported by your peers, the Principal, Executive Director, and Board

**TO APPLY, SUBMIT A COVER LETTER AND RESUME TO: [CAREERS@DETROITACHIEVEMENT.ORG](mailto:CAREERS@DETROITACHIEVEMENT.ORG)**

*Detroit Achievement Academy is dedicated to equal employment opportunities and fair labor practices. Detroit Achievement Academy provides equal employment opportunities to all individuals based on job-related qualifications, and the ability to perform a job without regard to gender, age, race, color, religion, national origin, sexual orientation, veteran status, marital status, or disability. It is our policy to maintain a non-discriminatory environment free from intimidation, harassment or bias based upon these grounds.*



## OFFICE MANAGER

The Office Manager position is critical to the operation of the school and the duties are many and varied. The following is a general list of the responsibilities of the position. The Office Manager reports to the Principal. In the following areas, the Office Manager will:

### **Supervise Receptionist/Office Assistant**

- ü Provide training and lead support of reception and office duties

#### **Reception**

- ü Greet visitors to the building. Have visitors other than parents sign in.
- ü Answer telephones between the hours of 8:30 a.m.—4:30 p.m., ensuring that staff members get urgent messages.
- ü Check voice messages daily or whenever there is a message.
- ü Visitors and callers should be made to feel welcome. We envision our school as a caring learning community and we want visitors and callers to feel this when they enter or call our school.

### **Security**

- ü Help to ensure that all visitors to the building are properly buzzed-in for security purposes. Visitors should state their name and purpose of their visit before being allowed to enter the building.
- ü Ensure that visitors sign in at the front desk.

### **Interaction with Students**

- ü Support the mission and philosophy of Detroit Achievement Academy.
- ü Attend to students in need of assistance.
- ü Reinforce and remind children of school rules.
- ü Assist teachers with monitoring of students as needed. This might include helping to walk students to the playground, calling the parents of a sick child, or covering a classroom temporarily in the event of an unexpected staffing gap.

### **Interactions With Parents**

- ü Help to ensure that parents feel welcome in our building.
- Support to Spanish-speaking families and community members
- ü Translate front office notices and materials into Spanish as needed.
  - ü Assist visitors or parents in Spanish as needed.
  - ü Serve as a general resource for Spanish-speaking families.



## **Attendance**

- ü Ensure that teachers submit attendance daily.
- ü Update daily attendance sheets when children arrive tardy.
- ü Receive and keep track of all messages from parents informing about that day's absences.
- ü Call parents of any students absent without parental notification by 9:30 a.m.
- ü Collect excused absence notes from teachers and update attendance to reflect valid excuses.
- ü Update attendance rosters as needed to reflect current enrollment.
- ü Maintain a binder of daily attendance sheets.
- ü Submit attendance sheets weekly to teachers for review and signature.
- ü Enter all attendance data in the decided upon system required by the Public Charter School Board.
- ü Periodically check the system to ensure data is accurate.
- ü Generate other required attendance reports as needed, for Annual Report, student progress reports, and other purposes.
- ü Work with Student Services Coordinator to monitor students with attendance problems.

## **Admissions and Registration**

- ü Answer questions related to the waiting list and document conversations with parents about the waiting list (in support of admissions coordinator).
- ü Provide information about the school to new and prospective students.

## **Registration**

- ü Request records from previous schools for all new students. Follow-up on requests.
- ü Supervise the collection of residency documentation to be completed by September 30 of each school year.
- ü Provide registration packets to new and prospective students.
- ü Collect and organize registration information returned by families; note what is missing. Follow up with families who have not provided required information.

## **Student Records**

- ü Maintain student records. Ensure that files are organized and contain an accurate list, which tells the contents of the file.
- ü Promptly file materials for student records (within 24 hours).
- ü Respond to requests for records submitted by parents or other schools. Record contents should include only the following: registration information, progress reports, and test scores.
- ü Respect confidentiality of student records at all times. Student records should not be left out in plain view. File cabinet should be locked every night and when unattended.
- ü Ensure that individuals viewing files sign the logbook.
- ü Copy and distribute relevant student information to teachers.
- ü Maintain database of student information.

## **Office Equipment and Supplies**

- ü Monitor the use of office equipment including the copiers and fax.
- ü Call for service of copiers when needed.
- ü Order copy paper, toner, and other copy supplies when needed
- ü Fill and file basic supply requests by administrative staff.



- ü Notify principal of concerns about supply requests
- ü Provide non-routine supply requests to principal for approval
- ü Prepare orders for office supplies to ensure that basic supplies remain stocked.

### **Mail**

- ü Sort incoming mail and place in appropriate mailboxes. All mail should be distributed the day it is received.
- ü Sort incoming faxes and place in appropriate mailboxes. Faxes should be distributed as soon as possible upon receipt, no later than close of business.
- ü Check to see outgoing mail is picked up.
- ü Prepare mailings as needed.
- ü Handle all incoming documents and forms to the front desk, including contents of Thursday folders, enrollment applications, health forms, lunch money, messages from parents or teachers. Sort and distribute incoming documents to appropriate staff.

### **Front Desk Organization**

- ü Develop systems for organizing the physical space and operations of the Front Desk.
- ü Assume primary responsibility for maintaining front desk systems throughout the year.
- ü Notify other administrative staff of changes to the locations of front desk files and materials storage.
- ü Maintain front desk binder.
- ü Periodically check to ensure that necessary documents and materials are available (forms binder, front office trays).
- ü Instruct volunteers and staff members on office procedures.

### **Coordinate Communications to Families**

- ü Manage the Thursday Folder process and prepare school notices to go home to families, coordinating with Principal.
- ü Send copies of all notices out by electronic distribution on Thursdays, as well as other time-sensitive communications.
- ü Maintain a list of DAA families who do not have e-mail access.
- ü Maintain a list of DAA families who need communication in another language.
- ü Ensure front office communications are translated into Spanish.
- ü Maintain a binder of all notices/information sent to families.
- ü Distribute copies of parent packets in staff mailboxes every Thursday (or disseminate by e-mail).
- ü Produce Family Handbook and Directory in fall.
- ü Meet weekly with Principal, and other staff to go over what needs to be communicated with families the following week and month.

### **Administrative Support**

- ü Support principal and executive director as necessary.

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

#### SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

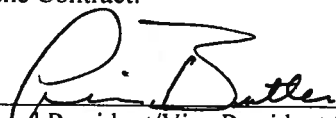
Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

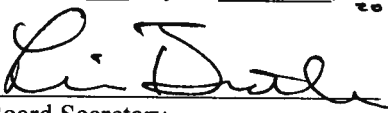
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 3/26/13

  
Board President/Vice President Signature

#### Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the ~~DETROIT ACHIEVEMENT~~ <sup>ACADEMY</sup> Board of Directors at a properly noticed open meeting held on the 26 day of APRIL, 2013, at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**



## ADMISSION & ENROLLMENT POLICY

Admission to Detroit Achievement Academy shall be open to all age-appropriate children for grade levels offered in accordance with the Academy's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

## DAA STEPS FOR ENROLLMENT

### **Step 1: Setup**

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, birth date, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

### **Step 2: Admission of Applicants Applying for Under and Over-Subscribed Grades**

A neutral third-party person will perform a random selection of the names of each applicant. Any under-subscribed grades will be considered before the over-subscribed grades in descending order. After all under-subscribed grades have been identified, the order of the over-subscribed grades will be randomly selected. Once the grade order has been established, randomly selected students will be placed in available seats or on the waiting list in the applying grade if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time or granted sibling preference, but will wait until their grade level is selected.

### **Step 3: Waiting List Priority**

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

### **Appeals**

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board of directors sent to the school's address. Following receipt of the parent's written appeal, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.

## **DAA APPLICATION PROCEDURES**

Interested parties may obtain applications:

- on the school's website accessed through [www.detroitachievement.org](http://www.detroitachievement.org)
- Grandmont Rosedale Development Corporation
- by emailing [enroll@detroitachievement.org](mailto:enroll@detroitachievement.org) to have one mailed to them.

Applications will be mailed or faxed to anyone requesting an application by e-mail.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during and after the Open Enrollment Period. If applications received during the Open Enrollment Period exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school may attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at

the school for successive years without having to reenter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

### **Standby Opportunity Plan**

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by 1:00 p.m. on the first day of school, providing phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they may receive a higher waiting list priority than those students who did not participate.

### **Random Selection Process**

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, anyone applying to the school, or an DAA employee. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process will be video recorded. In the event of any discrepancy, the video recording will be the official record of placement of students.

### **Class Size and Offered Seats**

Class size and offered seats will be recommended by DAA and submitted to the school board of directors for approval at the Annual Meeting each year. The number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in the number of classrooms.

### **Enrollment Preferences**

Enrollment preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- Children of salaried DAA staff or Board members
- All remaining applicants

If permitted by law, other enrollment preferences may be granted. If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a

grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

The Academy will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

Detroit Achievement Academy will comply with all applicable federal and state laws related to admissions and enrollment.

### **Non-Discrimination**

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing public school.

### **Open Enrollment Period and Notice**

The “**Open Enrollment Period**” for the first year of operation will be determined prior to June 30 by the Board and included in the notice of Open Enrollment. In all subsequent years, the Open Enrollment Period is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

The school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the Open Enrollment Period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the Open Enrollment Period at the school. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will communicate to meet with families, parents and students prior to the first day of school.



**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



## DAILY SCHEDULE

7:30AM

BREAKFAST SERVED

8:30AM

INSTRUCTION BEGINS

11:45AM–12:30PM

LUNCH

12:30PM

INSTRUCTION RESUMES

4:00PM

END OF SCHOOL DAY

4:00PM–6:00PM

AFTER SCHOOL PROGRAM

# Detroit Achievement Academy

## 2013-2014 Academic Calendar

August 2013							September 2013							October 2013							Date	Event
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa		
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5	19-Aug	Orientation Begins
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3-Sep	First Day of School
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	25-Sep	Teacher Planning Day - No School
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17,18,19-Oct	Teacher Planning Day & Conferences - No School
25	26	27	28	29	30	31	29	30						27	28	29	30	31			6-Nov	Teacher Planning Day - No School
																					28,29-Nov	Thanksgiving Break - No School
																					23-Dec	Holiday Break Begins - No School
November 2013							December 2013							January 2014								
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa		
					1	2	1	2	3	4	5	6	7				1	2	3	4	6-Jan	School Resumes
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	20-Jan	Martin Luther King Day - No School
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	5-Feb	Teacher Planning Day - No School
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	20,21,22-Feb	Teacher Planning Day & Conferences - No School
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31		5-Mar	Teacher Planning Day - No School
																					7-11 -Apr	Spring Break - No School
																					14-May	Teacher Planning Day - No School
																					26-May	Memorial Day - No School
																					27-Jun	Last Day of School
February 2014							March 2014							April 2014								
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa		
						1							1			1	2	3	4	5		
2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12		
9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19		
16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26		
23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30					
							30	31														
May 2014							June 2014							July 2014								
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa		
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12		
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19		
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26		
25	26	27	28	29	30	31	29	30						27	28	29	30	31				

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



## ENROLLMENT

DETROIT ACHIEVEMENT ACADEMY IS OPENING WITH TWO GRADES, KINDERGARTEN AND FIRST GRADE, FOR APPROPRIATE AGES AND PLANS TO EXPAND TO NINE GRADES FOR ALL APPROPRIATE AGES. THERE WILL BE TWO CLASSES OF EACH GRADE LEVEL AND 25 STUDENTS IN EACH CLASS. DETROIT ACHIEVEMENT ACADEMY WILL ADD ONE GRADE EACH ACADEMIC YEAR UNTIL WE REACH A FULL K-8 ENROLLMENT.

**SCHEDULE 7-8**

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE  
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



THE DETROIT ACHIEVEMENT ACADEMY IS LEASING 10,000 SQUARE FEET OF SPACE LOCATED IN A WING OF THE BUSHNELL CONGREGATIONAL CHURCH. THE BUILDING IS TWO STORIES, BRICK, WITH APPROXIMATELY 8 CLASSROOMS, ADMINISTRATIVE OFFICE SPACE, A CAFETERIA, AND GYMNASIUM. OUR DOORS, THERE IS A FENCED PLAYGROUND AND GARDEN SPACE, AS WELL AS AN 100-SPACE PARKING LOT.

OUR ADDRESS IS:  
DETROIT ACHIEVEMENT ACADEMY  
15000 SOUTHFIELD RD.  
DETROIT, MICHIGAN 48223

## LEASE

### Definitions:

<i>Landlord</i>	<b>Bushnell Congregational Church</b> , a Michigan non-profit corporation, 15000 Southfield Freeway, Detroit, MI 48223
<i>Tenant</i>	<b>Detroit Achievement a/k/a Detroit Achievement Academy</b> , a Michigan non-profit corporation, 200 North State Street, No. 302, Ann Arbor, MI 48104
<i>Leased Premises</i>	11,513 net rentable square feet of space on the first floor and second floor of the Bushnell Educational Wing, designated on the attached Exhibit "A", located in the building commonly known as 15000 Southfield Freeway, Detroit, MI 48223.
<i>Initial Term</i>	Three (3) years, with renewals as set forth in Section Term. The initial term of this Lease shall commence at 12:01 am on the Commencement Date and end 36 months after the end of the calendar month during which the Commencement Date occurs, unless sooner terminated as provided in this Lease. below.
<i>Lease &amp; Occupancy Commencement Date</i>	This lease commences on the date it is fully executed. Occupancy commences upon payment of security deposit, no later than May 1 <sup>st</sup> , 2013.
<i>Commencement Date</i>	Earlier of (a) completion of Tenant Improvements at Tenant's expense and to Landlord's reasonable satisfaction and occupancy by Tenant, and <del>(b) June 1, 2013</del> ; July 1 <sup>st</sup> 2013
<i>Base Rent</i>	\$10,553 per month

### Terms and Conditions of Lease:

- 1. Lease of Premises.** Landlord, in consideration of the Rent and other charges to be paid and the covenants and obligations to be performed by Tenant under this Lease, hereby leases the Leased Premises (11,513 square feet of space as depicted on Exhibit "A" attached hereto) to Tenant pursuant to the terms and conditions hereinafter set forth. In addition, Tenant shall have a non-exclusive right to use all vehicular and pedestrian entrance and driveways, parking lots, grounds and playing fields serving the Landlord's property, as well as shared access to and use of the Fellowship Hall, first floor commercial kitchen for school related activities and gymnasium during school hours (collectively the "Common Areas"). Landlord and Tenant shall share use of the Sanctuary, Fellowship Hall, first floor commercial kitchen and gymnasium and coordinate their sharing arrangement. Landlord shall provide a set of floor plans to Tenant. In addition, Landlord is willing to entertain leasing additional space to Tenant at the rate of Eleven dollars (\$11.00) per square foot if and to the extent necessary for Tenant to obtain the required approvals from the regulatory body (or bodies) for the establishment of a charter school by Tenant, upon mutually agreed terms and conditions consistent with this Lease.
- 2. Early Occupancy.** Tenant shall have the right to access the Leased Premises prior to the Commencement Date following execution of this Lease and the payment of the security deposit, for purposes of installation of furniture, equipment and other tenant specific items



and Tenant Improvements. All of Tenant's obligations under this Lease, excluding payment of Base Rent (as defined below) shall commence effective upon such occupancy.

3. **Term.** The initial term of this Lease shall commence at 12:01 *am* on the Commencement Date and end 36 months after the end of the calendar month during which the Commencement Date occurs, unless sooner terminated as provided in this Lease. Provided Tenant is not then in default, Tenant shall have the right to extend the Lease term for up to two (2) additional three (3) year periods. Tenant shall exercise such option by providing Landlord with written notice of exercise, not later than 120 days after termination of the Initial Lease Term, or first extension term, as applicable. The Initial Term, first extension term and second extension term, if any, shall be collectively the "Term".
4. **Security Deposit.** Upon execution of this Lease, Tenant shall pay Landlord a Security Deposit of \$10,553.58, which sum is to be retained by Landlord as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform such covenants, conditions and agreements; the Landlord may so apply the security, at its option; and Landlord's right to the possession of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The security deposit, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of Tenant's breach of the covenants, conditions or agreements of this Lease, is to be returned to the Tenant without interest when this Lease is terminated, according to these terms, and in no event is the security deposit to be returned until the Tenant has vacated the premises and delivered possession to the Landlord in the condition required herein and all obligations of Tenant under this Lease have been fully performed. In the event that the Landlord repossesses itself of the Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreements of this Lease, the Landlord may apply the security deposit upon all damages suffered to the date of said repossession and may retain the security deposit to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obligated to keep the security deposit as separate fund, but may mix the security deposit with its own funds.
5. **Base Rent.**
- (a) Base Rent due and payable during the Term of this Lease shall be paid in advance in equal, consecutive monthly installments each on the first day of each successive month during the Term, without demand, deduction or any setoff whatsoever at such location as Landlord may designate in writing from time to time.
- (b) Monthly Base Rent during the first extension term and second extension term, shall be as follows:

First year of first extension term	\$ 12,828
Second year of first extension term	\$ 13,470
Third year of first extension term	\$ 14,144
First year of second extension term	\$ 14,852
Second year of second extension term	\$ 15,595
Third year of second extension term	\$ 16,375

- (c) Tenant shall receive "one free month's rent" (\$10,553) to be allocated by Tenant over the first three (3) months. Tenant shall advise Landlord in writing how Tenant intends to allocate this amount, at least 30 days before the Commencement Date.
- (d) Tenant shall not have to pay additional monthly rent for use of the Fellowship Hall, gymnasium and commercial kitchen during normal weekday school hours. Use of the Sanctuary is available with advance coordination with Landlord. If Tenant requires the use of any of these areas during evening or weekend hours, Tenant shall pay additional rent for such usage; and the parties shall work together in good faith to determine the rental rate for such additional off-hours use.
- (e) Tenant shall be in default if any installment of monthly Base Rent was not received by Landlord on or before the date such payment is due. An administrative service fee equal to 10% of the amount of the late payment shall be assessed automatically by the Landlord upon any payment in default, to compensate Landlord for the administrative cost and inconvenience associated with handling such late payment.
- (f) Any unpaid installment of monthly Base Rent or portion thereof, and all other unpaid amounts due and owing Landlord from Tenant under this Lease which remain overdue for more than 10 days, shall bear interest at the rate of 10% per annum until paid.

**6. Operating Expenses.**

- (a) Tenant shall be responsible for the clean-up of the Sanctuary, gymnasium, Fellowship Hall and commercial kitchen after each usage. Tenant will be responsible for salting, snow and ice removal Monday through Friday.
- (b) Landlord shall be responsible for the clean-up of the Sanctuary, gymnasium, Fellowship Hall and commercial kitchen after each usage. Landlord will be responsible for salting, snow and ice removal on Saturday and Sunday. Landlord will be responsible for landscaping, except for any damage caused by Tenant or its students.
- (c) Any other costs and expenses relating in any way to the real property and improvements (buildings, parking lot, interior and exterior items, etc.) not specifically addressed in this Lease, shall be allocated between the parties based on actual usage as reasonably determined by Landlord.

**7. Real Property Taxes.** Landlord is exempt from payment of real property taxes. Tenant represents and warrants to Landlord that Tenant is a non-profit entity and Tenant's use of the Leased Premises shall likewise be exempt from real property taxes. However, if this is not the case, then Tenant shall take all steps necessary or appropriate to continue the property's tax exempt status during the Lease Term, and Tenant shall be responsible for all property taxes arising in connection with or related to Tenant's use of the Leased Premises during the Term, and thereafter, until the Property's tax exempt status is reinstated, providing Landlord does not lease the Premises to another entity, whose use would cause the Premises to be taxed.

**8. Utilities.** Tenant's share of the electric, heat, gas, water, sewerage and all other utility expenses will be determined as follows: Landlord will use the 2012 monthly utility bills for the entire property, as the base amount. Landlord will pay the base amount. All amounts



above the base amount will be the responsibility of the Tenant. The 2012 base amount of utility bills is on Exhibit B.

Landlord shall not be in default or be liable for any damages directly or indirectly resulting from, nor shall any actual or constructive eviction or partial eviction be deemed to have occurred by reason of: (1) the installation, use or interruption of use, of any equipment in connection with the furnishing of any of the foregoing services, or (2) failure to furnish or delay in furnishing any such services whether or not such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord. Tenant shall have the right to cool the Leased Premises seven (7) days a week, 24 hours a day, at Tenant's expense.

9. **Use of Leased Premises.** Tenant shall use the Leased Premises and Common Areas solely for the purpose of operating a free public charter school academy.
10. **Commercial Kitchen.** Tenant shall have access and use of the first floor commercial kitchen on school weekdays, Monday through Friday, from 7:00 a.m. to 2:00 p.m. to prepare meals for students. Landlord and Tenant shall coordinate use of the kitchen. Tenant shall be responsible for providing refrigeration equipment, obtaining approvals and making improvements, if necessary, for the legal requirements for the purpose of operating a school..
11. **Condition of Premises.** Tenant has agreed to accept the Leased Premises in "AS IS" condition. Landlord makes no representation or warranty with respect to the Leased Premises or Common Areas. Tenant's execution of this Lease is conclusive evidence and reflects Tenant's agreement that the Leased Premises are in good order and repair and in satisfactory condition and suitable for Tenant's purposes.
12. **Maintenance and Repair.** Landlord shall, at Landlord's expense, maintain (i) the Common Areas, except as provided herein, (ii) the windows and exterior walls, roofs, foundations and structure of the Leased Premises, and (iii) the heating, plumbing and electrical equipment servicing the Leased Premises, in good order and condition as reasonably determined by Landlord. Tenant shall, at Tenant's expense, maintain the Leased Premises in good order and condition as reasonably determined by Landlord. This shall include, without limitation, all necessary maintenance, repairs, replacements and janitorial services. Tenant may contract directly with Landlord's janitorial staff. If trash dumpsters are required, they will be provided, maintained, fenced in, covered and lockable all at Tenant's expense. Tenant will be responsible for damage to the Leased Premises and Common Areas caused by Tenant, its employees, agents, contractors, students, teachers, or invitees, or anyone other than Landlord or its agents or employees. If Tenant fails to make such repairs within 10 days after receipt of Landlord's written request, Landlord may do so and the cost thereof shall be paid by Tenant as additional rent to Landlord promptly upon demand by Landlord.
13. **Access to Leased Premises.** Upon delivery of reasonable notice to Tenant, Landlord may enter the Leased Premises to prevent waste, loss or destruction, to enforce any of its rights or powers under this Lease, or to make repairs or alterations that it is obligated to make under this Lease; provided that, in the case of an emergency, Landlord may enter the same by master key or, if necessary for the protection of life or property, by forcible means without prior notice to Tenant. Tenant shall have 365 day, 24 hour access to the Leased Premises, including holidays. Tenant shall have a dedicated entrance to the Leased Premises at the south end of the building, for student drop-off and pick-up.
14. **Insurance.**



- (a) During the Term of this Lease, Tenant, at its expense, shall maintain a commercial general liability insurance policy reasonably satisfactory to Landlord, insuring Tenant and Landlord against all liability for injury or death to persons and theft or damage to property occurring on or about the Leased Premises in amounts and with insurance companies acceptable to Landlord. Each such policy shall be written by responsible insurance companies licensed in the State of Michigan and name Landlord as an additional insured for liability purposes. Tenant shall furnish Landlord with certificates evidencing that required insurance coverages are in effect and providing that Landlord shall be notified in writing at least 30 days prior to cancellation of or reduction in coverage of the policy upon execution of this Lease. Tenant's failure to provide and keep in force the insurance as specified above is a material default of this Lease, entitling Landlord to purchase such insurance on Tenant's behalf and charge the cost to Tenant as additional Rent.
- (b) Landlord will maintain property insurance on the buildings and Tenant shall insure its contents and personal property.
- (c) Landlord and Tenant and all parties claiming thereunder mutually waive any right of recovery against the other for any loss occurring to the Leased Premises or as a result of activities conducted therein which is covered by insurance, regardless of cause of the damage or loss. Each insurance policy covering the Leased Premises shall contain an endorsement recognizing this mutual release by Landlord and Tenant and waiving all rights of subrogation by their respective insurers.
- (d) Tenant shall be responsible to insure its sole and separate property in such amounts and on such terms as Tenant shall deem reasonably appropriate.

**15. Tenant Improvements.**

- (a) Tenant shall, at Tenant's sole cost and expense, complete their desired improvements ~~the work and other Tenant Improvements set forth in the attached Exhibit "B" ("Tenant Improvement")~~ to Landlord's reasonable satisfaction, but not later than July 1, 2013. Prior to constructing the Tenant Improvements, Tenant shall submit plans and specifications for Landlord's approval. Tenant, at its expense, shall obtain all required permits, approvals and certificates and deliver duplicates of all such permits and certificates to Landlord. Tenant agrees to carry and will cause Tenant's contractors and subcontractors to carry worker's compensation, general liability, personal and property damage insurance, all naming Landlord where appropriate. All Tenant Improvements shall be made at Tenant's expense using licensed contractors and be built in accordance with all codes, ordinances, laws and other applicable rules, regulations and legal requirements (collectively "Laws"). In addition, Tenant shall, at its expense, before the Commencement Date, perform all other work necessary or appropriate to bring the Sanctuary, gymnasium, Fellowship Hall and first floor commercial kitchen into compliance with all applicable Laws for the purpose of operating a school. Rent shall commence no later than July 1, 2013, regardless of the date the Tenant Improvements have been completed. If Tenant desires to make any additional alterations, improvements or additions to the Leased Premises after completion of the Tenant Improvements, Tenant must again comply with the foregoing requirements. Tenant shall consider energy conservation improvements which will reduce operating expenses for both parties.



- (b) The cost of any extra improvements/investments made to reducing energy usage made by Tenant will be negotiated with landlord if they are to be left after the lease term.
- (c) Improvements made to or upon the Leased Premises (except for movable office furniture and trade fixtures installed at Tenant's expense) shall become Landlord's property upon installation and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease; provided that, Landlord reserves the right to require Tenant to remove any such Improvements, including all related wiring, cables, risers and similar installations and to repair any damage caused by such removal. If Tenant shall not have removed it's property and restored the Leased Premises within 10 days after expiration or termination of this Lease, Landlord may elect to retain the same as abandoned property or remove same and charge all expenses of removal, storage and restoration to Tenant.
16. **Covenant Against Liens.** Tenant shall not do or permit any act to be done that will in any way encumber Landlord's title in the Leased Premises or subject Landlord's interest or Landlord's estate in the Leased Premises to any claim by virtue of any act or omission of Tenant. Any claim to a lien upon the Leased Premises arising from any act or omission of Tenant is valid only against Tenant and is, in all respects, subordinate to Landlord's title and rights. Tenant must remove or provide a monetary bond sufficient to cover any lien or encumbrance on the Leased Premises within 10 days after the same arises and diligently and in good faith contest any such lien or encumbrance.
17. **Parking.** Landlord shall have sole use of the south parking lot. There are 74 parking spaces, of which four (4) are designated for handicap parking. Two of the spaces are occupied by a storage pod owned by the Northwest Detroit Farmer's Market. For the last six (6) years, from June to October, the south parking lot was used once a week, on Thursdays, from 3 p.m. to 7 p.m. for a weekly farmer's market. To date, Landlord has not entered into a lease agreement for the 2013 farmer's market season. Landlord will discuss with Tenant the continuation of the farmer's market on the south parking lot.
18. **Indemnification.** Tenant indemnifies, defends and holds Landlord harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (a) Tenant's use or occupancy of the Leased Premises, (b) any breach by Tenant, Tenant's agents, contractors, employees, students, teachers, invitees or licensees of any covenant or condition of this Lease, (c) the carelessness, negligence or improper conduct of Tenant, Tenant's agents, contractors, employees, customers, students, teachers, invitees or licensees, or (d) anything else happening on or about the Leased Premises or Common Areas. The foregoing notwithstanding, Tenant's indemnification of Landlord does not extend to liability for damages resulting solely from the gross negligence or intentional misconduct of Landlord or its employees, agents, contractors, subcontractors or invitees.
19. **Assignment and Subletting.** Tenant shall not assign, sublet or in any manner transfer, mortgage or encumber this Lease or any estate or interest herein without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.
20. **Quiet Enjoyment.** So long as Tenant is not in default under this Lease, Tenant shall be entitled to quiet possession of the Leased Premises during the Term hereof.
21. **Signs.** Tenant shall obtain Landlord's written approval for the design, location and installation of all proposed signage and all such signs must comply with all governmental



regulations and Tenant shall pay all permits, fees and costs relating to installation, maintenance and removal thereof. Tenant may use the existing, mounted, sign fixture located on the second floor of the exterior wall of the educational wing. Upon expiration of the Lease Term, Tenant shall remove in a professional manner, any sign(s) installed by Tenant, at Tenant's expense.

22. **Hazardous Materials.** Tenant agrees not to use, generate, manufacture, produce, store, treat, dispose, release or permit the escape on, under, about, or from the Leased Premises of any Hazardous Material. For purposes of this Lease, "Hazardous Materials" means asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials whether injurious by themselves or in combination with other materials, including, without limitation, all "hazardous material" identified in any Environmental Regulation, and any material, substance, or chemical which is regulated by any federal, state or local law, rule, ordinance, or regulation under any Environmental Regulation; and "Environmental Regulation" means any law, regulation, rule, policy, ordinance, or similar requirement of the United States, any state, country, city, municipality or other agency or subdivision of the United States or Michigan relating to the manufacture, refinement, storage, transportation, treatment, handling, disposal, transfer, production, use, or processing of Hazardous Materials as defined in those laws or in this Lease, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 6901, et seq.), and any regulations or publications promulgated under those laws or any other law relating to the industrial hygiene, environmental protection, use, analysis, generation, manufacture, purchase, transportation, storage, removal, and disposal of Hazardous Materials.

In the event of a spill or emission of contaminants or Hazardous Materials occurring on the Leased Premises, whether intentional or unintentional, due to an act or omission of Tenant or its employees, agents, assignees, contractors, subcontractors, invitees or others acting for or on behalf of Tenant, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, settlements, judgments, fees, costs, or expenses (including attorneys' fees), or death of or injury to any person or damage to any property arising from, or caused, in whole or in part, directly or indirectly, in connection therewith. Tenant's obligations under this Section shall survive the expiration or other termination of this Lease and are non-delegable and non-assignable without express written consent of Landlord.

23. **Default.** The following are defaults under this Lease:

- (a) Failure of Tenant to pay Monthly Base Rent or other charges due hereunder for more than five (5) days after its due date;
- (b) Failure of Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than 20 days after written notice of such default is given to Tenant (except if Tenant shall have commenced and is diligently pursuing a cure of the default, and the default cannot be cured within 20 days, then Tenant shall have period of time reasonably necessary (not to exceed 90 days) to cure the default); or
- (c) A petition is filed by or against Tenant in any court involving bankruptcy or the assignment for the benefit of creditors, Tenant is declared insolvent according to law or



makes an assignment for the benefit of creditors or petition for or enter into an arrangement.

## **24. Remedies.**

- (a) Following a Tenant default, Landlord shall have the right to declare this Lease forfeited and the Term ended, or to re-enter the Leased Premises and to remove all persons and property therefrom, or to exercise all such remedies, and Landlord shall not be liable for damages to person or property by reason of any such re-entry or forfeiture. In the event of such re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the term of this Lease, and any rentals prepaid may be retained by Landlord and applied against the costs of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, actual attorneys fees incurred by Landlord, whether or not any suit or action is instituted by Landlord to enforce the provisions of this Lease or the collection of the rentals due Landlord hereunder, and all costs, expenses and damages incurred by Landlord as a result of Tenant's default including, without limitation, broker fees incurred in connection with any reletting and all costs and expenses to refurbish, remodel or redecorate the Property.
- (b) In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-let the Leased Premises or any part thereof for a term or terms and at a rent which may be less than or exceed the balance of the Term of and the rent reserved under this Lease, the rental for which the Leased Premises are so re-let being prima facie the fair and reasonable rental value thereof, and in such event Tenant shall pay to Landlord as liquidated damages for Tenant's default hereunder, at Landlord's option:
  - (i) Any deficiency between the total rent reserved hereunder and the net amount, if any, of the rents collected on account of any lease or leases of the Leased Premises for what would otherwise have constituted the balance of the Term of this Lease; in computing such damages there shall be added to such deficiency any expenses which Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage fees and expenses, advertising, making alterations and repairs, keeping the Leased Premises in good order and for preparing the same for re-letting; any such damages shall be paid in monthly installments by Tenant on the Rent Day; or
  - (ii) Any deficiency between the total rent reserved hereunder and the fair and reasonable rental value of the Property, both discounted at four (4%) percent per annum to present value at the time of the declaration of forfeiture.
- (c) If Landlord elects to terminate the Lease, Landlord shall have the right to accelerate all Base Rent due and payable during the balance of the Term, and such amount shall be due from Tenant to Landlord in one lump sum payment effective immediately upon notice thereof, from Landlord to Tenant.
- (d) Landlord shall in no event, whether or not forfeiture has been declared, be obliged or be responsible in any way whatsoever for failure to re-let the Leased



Premises or, in the event that the Leased Premises are re-let, for failure to collect the rent thereof under such re-letting. The failure of Landlord to re-let the Leased premises or any part thereof shall not release or affect Tenant's liability for rent or damages. Nevertheless, Landlord shall make reasonable efforts to re-let the Leased Premises.

- (e) The proceeds of any reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including the cost of any reasonable alterations and repairs to the Leased Premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such re-letting during any month be less than the monthly rent reserved hereunder, then Tenant shall during each such month pay such deficiency to Landlord.

25. **Expenses of Enforcement.** If Landlord, in connection with any default by Tenant, shall incur any obligations for the payment of money, including, but not limited to, actual attorneys' fees and costs incurred in retaining an attorney to address the default (regardless of whether or not an action or proceeding is commenced against Tenant), and in instituting and prosecuting any action or proceeding, all such payments or obligations, together with interest, are additional rent under this Lease payable by Tenant to Landlord upon demand.
26. **Bankruptcy.** If a petition is filed by or against Tenant in a bankruptcy court and the Lease is not terminated under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), then Tenant (including Tenant as Debtor-in-Possession) or any trustee for Tenant, agrees to assume or reject this Lease within 30 days after the commencement of the proceedings. Tenant agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord. Tenant's or the trustee's failure to assume this Lease within the 30-day period shall be deemed to be a rejection. Upon rejection, Landlord is immediately entitled to possession of the Leased Premises without further obligation to Tenant or the trustee, and this Lease is terminated, except that Landlord's right to damages for Tenant's default shall survive. For the purposes of the Bankruptcy Code, "Prompt cure" under this Lease is defined as a cash payment within 10 days.
27. **Eminent Domain.** If the whole of the Leased Premises are acquired or condemned by eminent domain for any public or quasi-public use, then the term of this Lease shall cease as of the date possession is taken in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If any part of the Leased Premises are acquired or condemned by eminent domain for any public or quasi-public use or by private purchase in lieu thereof, and if the partial taking or condemnation renders the Leased Premises unsuitable, in the reasonable judgment of Tenant, for the business of Tenant, Tenant shall have the option to terminate this Lease and this Lease shall cease as of the date possession is taken in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. All compensation awarded on account of such taking or condemnation shall belong to Landlord without any participation by Tenant; however, nothing shall preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for the cost of removal of trade fixtures, furniture and other personal property belonging to Tenant.



28. **Destruction.** If the Leased Premises be damaged or destroyed in whole or in part by fire or other casualty during the Term, the Landlord, at its sole option, may elect terminate this Lease forthwith by notice to the Tenant or repair and restore the same to good tenantable condition to the extent of available insurance proceeds. Rent shall abate entirely in case the entire Leased Premises are untenable or be adjusted on a pro-rata basis for the portion rendered untenable in case a part only is untenable, until the same shall be restored to a tenantable condition.
29. **Subordination; Attornment; Estoppel Certificate.**
- (a) This Lease is and shall be either prior to or subject and subordinate to the lien of any mortgage now or hereafter placed on all or any portion of the Property, at the option of Landlord or its mortgagee. Upon request, Tenant shall execute a subordination and attornment agreement in form and content reasonably acceptable to Landlord and its mortgagee to evidence any such (priority or) subordination provided, that such subordination and attornment agreement shall include a non-disturbance obligation by the mortgagee on behalf of itself and its successors in interest to honor this Lease and not to disturb Tenant's occupancy or the exercise of its rights hereunder as long as Tenant complies with the terms of this Lease.
- (b) At Landlord's request, Tenant shall, upon 10 days' written notice, deliver to Landlord, or anyone designated by Landlord, a document certifying: (i) the date to which Rent and other charges under this Lease are and have been paid; (ii) whether or not there exist any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of this Lease; and (iii) if true, that this Lease is unmodified and in full force and Landlord is not in default under any provision of this Lease.
30. **Surrender.** Upon expiration or earlier termination of this Lease, Tenant will surrender the Leased Premises broom clean and in as good condition and repair as when Tenant took possession, reasonable wear and tear excepted, and promptly upon surrender will deliver all keys and security cards for the Leased Premises to Landlord at the place then fixed for payment of Rent.
31. **Holding Over.** At the end of the Term, Tenant's interest in the Leased Premises is terminated and Tenant acknowledges that if it holds over beyond termination or expiration of this Lease, Landlord may, at its election, treat Tenant as a month-to-month tenant, during which period Tenant shall pay Landlord monthly rent at the rate of the monthly Base Rent and any additional rent due under this Lease immediately preceding termination, and all other provisions of this Lease shall remain in full force and effect during any such holdover period. During any hold over period, either Landlord or Tenant may terminate Tenant's tenancy and right to occupy the Leased Premises, upon not less than 30 days written notice.
32. **Third Parties.** Landlord and Tenant acknowledge and warrant and represent to each other that there are no third-party beneficiaries to this Lease and accordingly, only the Landlord and Tenant shall have the right to enforce the provisions of this Lease.
33. **Accord and Satisfaction.** Landlord may accept any check or payment of less than the full amount it is owed without prejudice to its right to recover the balance or to pursue any other remedy in this Lease as provided and any restrictive endorsement (such as "paid in full") has no effect.

34. **Landlord's Limited Liability.** Landlord's liability under this Lease is limited to Landlord's interest in the Leased Premises. Any judgment against Landlord relating to this Lease can be satisfied solely out of the proceeds of execution upon the Leased Premises and Landlord's members, directors, officers and agents are expressly released from any liability. Landlord may freely assign or transfer its interest in the Leased Premises. Upon the transfer of Landlord's interest in the Leased Premises, Landlord is relieved of all liability to Tenant. Landlord's other property is not subject to levy, attachment or execution for satisfaction of any judgment against Landlord.
35. **Validity.** The parties agree that this Lease is not intended to require any act contrary to law. If there is any conflict between a provision of this Lease and any law that the parties cannot legally waive, such law shall control and the provision affected shall be severable to the extent necessary to conform to applicable law; provided that, in such event, all other provisions of this Lease shall remain unchanged and in full force and effect.
36. **Notices.** Notice from one party to another relating to this Lease is effective if made in writing and delivered to the recipient set forth in this Lease, by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) overnight delivery service that provides for a return receipt for next day delivery, or (d) fax, email or other electronic transmission with confirmation of receipt or verification of actual transmission. Notice made in accordance with this Lease is deemed delivered on receipt if delivered by hand or electronic transmission and on the third business day after mailing if mailed registered or certified mail, or on the next business day after deposit with an courier service if delivered by express mail or overnight carrier (next day delivery only).
37. **Waivers.** One or more waivers of any covenant, term, provision, agreement, rule, stipulation or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same, and the consent or approval by Landlord of any act, neglect or default by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act, neglect or default by Tenant.
38. **Time.** Time is of the essence of this Agreement.
39. **No Recording.** The Tenant shall not record a copy of the lease, or any memorandum of the lease, with the Register of Deeds, without the Landlord's prior written consent.
40. **Binding and Benefit.** The covenants, conditions, and agreements contained in this Lease bind and inure to the benefit of Landlord and Tenant and their respective trustees, administrators, successors, and assigns.
41. **Entire Agreement.** The parties acknowledge that:
- (a) They have read this Lease;
  - (b) They are equally responsible for the wording and terms of this Lease as a result of drafting, negotiating, or approving the wording of specific terms and that there is no presumption burdening any party based upon draftsmanship;
  - (c) They have been represented by legal counsel or have chosen not to be represented by legal counsel after having been provided a reasonable opportunity to do so;



- (d) This Lease may only be modified by a written document signed by an officer of each party;
- (e) The failure of a party to enforce any covenant or condition of this Lease is not deemed a waiver of the right of such party to enforce each and every covenant and condition of this Lease; and
- (f) This Lease contains the entire agreement between the parties regarding use or occupation of the Leased Premises and that the parties intend that all prior negotiations regarding this Lease, whether written or oral, be integrated into this document.
42. **Headings.** The headings contained in this Lease are for convenience only and cannot be used to define, explain, modify or aid in the interpretation or construction of the contents of this Lease.
43. **Applicable Law.** This Lease is governed by, and must be interpreted in order to be valid under Michigan law, without regard to conflicts of laws principles.
44. **Execution of Lease.** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease shall become effective as a lease only upon execution and delivery hereof by Landlord and Tenant upon approval by their respective governing bodies.
45. **Authority and Capacity.** Upon approval of this Lease by the governing bodies of each of Landlord and Tenant, respectively, each party represents and warrants that (a) it shall have full authority, power and right to execute and deliver, and to perform its obligations under, this Lease; and (b) the individual executing this Lease on such party's behalf is and has been duly authorized to do so in accordance with such party's organizational and governing documents.
46. **Execution in Counterpart.** This Lease may be executed in any number of counterparts, each of which when so executed and delivered is deemed an original, and those counterparts, taken together, constitute one instrument. Delivery of an executed counterpart of a signature page to this Lease by facsimile or email attachment shall be as effective as delivery of a manually-executed signature page.

THIS LEASE is effective as of 5/29/, 2013.

**Detroit Achievement a/k/a Detroit Achievement Academy**, a Michigan non-profit corporation

By: 

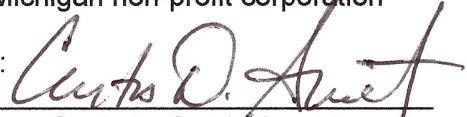
Kyle S. Smitley, its President

Date: 5/30/2013

**Detroit Achievement a/k/a Detroit  
Achievement Academy**, a Michigan  
non-profit corporation

By:  4/11/13  
Lewis Butler, Board Member

**Bushnell Congregational Church**,  
a Michigan non-profit corporation

By:   
Curtis D. Smith, President of  
Bushnell Church Council

Date: 5/29/13





Bushnell  
**ELECTRICITY USE**

<b>Provider</b>	DTE		
<b>Meter #</b>	783180		
<b>Account #</b>	182891500015	\$s	kWh

<b>2012</b>	January		
	February	\$304.16	2,080
	March	\$575.07	3,840
	April	\$597.30	4,000
	May	\$489.68	3,200
	June	\$499.62	3,360
	July	\$668.83	4,480
	August	\$510.56	3,360
	September	\$577.76	3,840
	October	\$561.35	3,760
	November	\$712.47	4,880
	December	\$822.67	5,680
		\$6,319.47	42,480



Bushnell

**WATER & SEWER USE**

**\$0.00**

Provider DWSD

Meter # SE0001625128

Serves> Bushnell Entire

Account #	500-1642.3	\$s	units
2012	January		7
	February		3
	March		16
	April		3
	May		6
	June		10
	July		12
	August		9
	September		80
	October		88
	November		48
	December		
		\$0.00	282.0

Bushnell

**GAS USE**

Provider		DTE	Serves>
Meter #		9310131	building
Account #		182891500015	
Year	Bill Date	\$s	CCF

2012	January	\$3,874.14	4,343.0
	February	\$1,207.07	1,389.0
	March	\$2,568.82	2,952.0
	April	\$747.26	820.0
	May	\$217.28	216.0
	June	\$15.19	0.0
	July	\$25.00	0.0
	August	\$25.85	0.0
	September	\$23.85	0.0
	October	\$129.31	116.0
	November	\$1,954.36	2,173.0
	December	\$3,403.73	3,790.0
		\$14,191.86	15,799

Bushnell

**GAS USE**

Provider		DTE	Serves>
Meter #		9827728	unknown
Account #		182891500015	
Year	Bill Date	\$s	CCF

2012	January	\$97.71	79.0
	February	\$45.53	40.0
	March	\$115.55	102.0
	April	\$162.88	154.0
	May	\$148.82	138.0
	June	\$131.80	131.0
	July	\$137.44	125.0
	August	\$123.60	108.0
	September	\$131.70	117.0
	October	\$147.06	136.0
	November	\$143.00	130.0
	December	\$113.26	96.0
		\$1,498.35	1,356